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Courts Leet.

THE ANCIENT seignorial police-court called "a court leet" began to lose its importance in the fourteenth century, and though no legislation was directed against it, it was gradually superseded by the courts held by the justices of the peace. It will, therefore, be a matter of surprise to many that the annual court leet of the Manor and Liberty of Savoy, which dates back some seven hundred years, met a few days ago at St. Clement Danes Vestry Hall, the high steward of the manor presiding. It appears that the jurisdiction of this court extends from the Middle Temple to the Hotel Cecil and the Lyceum Theatre. The jury are empanelled one month after Easter, and serve for a year from that date, and the court is held for the purpose of preventing small offences in the nature of a common nuisance which require immediate attention and redress. The jury who served during the past year had dealt with the question of the removal of several boundary marks, particularly with those removed in the case of the Hotel Cecil and the Lyceum Theatre. The court has still the power to impose fines for certain offences, such as the stopping up of ways, though it is scarcely necessary to say that its rights and duties have of late years been materially reduced.

Payment of Cheque—Proof of Identity of Payee.

ANY ONE who has experience of the formalities attending a transfer of Consols and other public stocks at the Bank of England must often have wondered how business could be carried on if the same formalities were observed in the payment of cheques to order by the banks upon whom they are drawn. A cheque is presented to the cashier of a bank requiring the bank to pay WILLIAM JONES or order a stated sum. How is the bank to satisfy itself that the bearer of the cheque, supposing it to be unindorsed, is the "WILLIAM JONES" mentioned in the cheque. It may be said that the legal presumption is that he is the WILLIAM JONES mentioned in the cheque, but the bank must pay or refuse to pay him at its own risk, and we cannot think that there was ever any period in the history of banking when he was required to prove his identity by some person known to the bank. The common practice at the present day is to require the ostensible payee to sign his name on the back of the cheque and then to pay the amount. It is suggested that this indorsement, if forged, will protect the banker under section 60 of the Bills of Exchange Act, 1882, but the practice dates from a period earlier that the Act, and was probably intended to intimidate a wrongful holder of a cheque by obtaining proof that he had been guilty of forgery.

The Public Trustee Bill and its Apologists.

IT IS STATED that the promoters of the Public Trustee and Executor Bill have assured the Bankers' Association and the Law Society that nothing is further from their desire than to interfere with the legitimate professional interests of bankers, solicitors, and others, and they have attempted to explain why the clause which was intended to safeguard these interests was struck out by the Standing Committee on Law. This was done, it seems, because, since the House of Commons had decided to guarantee the integrity of the public trustee and the safety of the trust funds, it was felt to be unwise to fetter the public trustee's

discretion; and no idea was expressed that all the trust accounts would be kept with the Bank of England. Of course no importance will be attached to these excuses. The opposition to the Bill is founded in the main upon the inconvenience which a change from private trustees to a public trustee will cause to beneficiaries, and but little on the probable injury to professional interests. But if the promoters of the Bill had really wished to conciliate the professional classes who have the greatest experience in the administration of trusts, this could have been better done by preventing the mutilation of the Bill in Committee. The statement referred to also represents that the Bill is substantially the same as that which the Lord Chancellor carried through the Upper House in 1889 and 1890, with the concurrence of Lord HERSCHELL and all the law lords. Whether this is strictly accurate we cannot say, but it is quite immaterial. Since that time there has been an inquiry into the administration of trusts by the Select Committee of 1895, and this resulted in the Judicial Trustees Act, 1896. That is, the scheme for a public trustee was deliberately set aside, and the system of judicial trustees established instead. The present Bill is an attempt, without further inquiry, to go behind the report of 1895.

The Insurance Fund under the Land Transfer Acts.

AT THE close of last sittings KEKEWICH, J., decided in *Attorney-General* v. *Odell* (*Times*, 20th April) a very important question as to the practical application of the indemnity clause—section 7—of the Land Transfer Act, 1897. The facts of the case were as follows: On the 7th of December, 1901, Mrs. CONNELL was registered as proprietor of a charge on certain registered property at Notting Hill. The charge was originally for £350, but it was reduced to £300. In February, 1903, Mrs. CONNELL'S solicitor entered into negotiations with one ODELL for a transfer of the charge, and ODELL, after investigating the title, agreed to take the transfer. On the 23rd of February ODELL paid £300 to Mrs. CONNELL'S solicitor in pursuance of a written authority purporting to be signed by her, and received in exchange an instrument of transfer also purporting to be signed by Mrs. CONNELL. This transfer was registered in due course. Both the authority, however, and the transfer were forgeries, and as soon as Mrs. CONNELL discovered the fraud she applied for an order for the rectification of the register, and an order was made in June, 1904, by KEKEWICH, J., for removing ODELL'S name and restoring Mrs. CONNELL'S. We have all been led to believe that the much-advertised system of registration of title gave a sure guarantee against loss under such circumstances as the above, and that, indeed, it was just to meet such cases that the insurance fund was established. ODELL accordingly applied to the registrar under sub-section 5 of section 7 of the Act of 1897 to determine whether a right to indemnity had arisen under the section and to award indemnity. The registrar decided in his favour, and it is a little surprising that the Treasury did not at once act upon his decision and pay the amount awarded. But the authorities, while ready to take advantage of the indemnity fund as a reason in favour of registration, do not appear to be willing to administer the fund in a generous spirit, and accordingly they appealed to the court against the registrar's award.

The Administration of the Insurance Fund.

SECTION 7 of the Land Transfer Act, 1897, deals in a series of sub-sections with the cases in which, and the conditions under which, indemnity can be awarded out of the insurance fund. Sub-section 3 contains the general provision that "a person shall not be entitled to indemnity for any loss where he has caused, or substantially contributed to, the loss by his act, neglect, or default," and sub-section 4 provides that where the register is rectified under the Act of 1875 "by reason of fraud or mistake which has occurred in a registered disposition for valuable consideration, and which the grantee was not aware of and could not by the exercise of reasonable care have discovered, the person suffering loss by the rectification shall likewise be entitled to indemnity under this section." The word "likewise" refers to the earlier provision for indemnity where the register cannot be rectified. The above circumstances appear to raise an obvious case for indemnity under sub-section 4. There had been fraud in a registered disposition for valuable consideration, and the register had been rectified by reason of the fraud. Mrs. CONNELL had been replaced on the register and ODELL had been taken off. But the Treasury contended that he was debarred by the conditions introduced into sub-sections 3 and 4. Under sub-section 3 he would not be entitled to indemnity if he had caused or substantially contributed to the loss by his act, neglect, or default; and under sub-section 4 he had to shew that he was not aware of, and could not by the exercise of reasonable care have discovered, the fraud. And it was also contended that ODELL had not suffered loss "by the rectification" of the register, but through the forgery. It is not surprising that KEKEWICH, J., regarded the latter contention as giving too narrow a construction to the section, and held also that no conduct could be imputed to ODELL which would deprive him of his right to indemnity. There had been no neglect or default on his part, and the Treasury seem to have been driven to the argument that he had contributed to the loss by the "act" of handing in the transfer for registration. Had the court countenanced this reasoning there would have been few cases left where it would have been possible to claim indemnity. The decision is perhaps chiefly important as shewing that the Treasury are likely to contest every claim which is made upon the insurance fund, and when the fund is used in future as an argument for registration of title the grudging spirit in which the Treasury administer it should be remembered.

Security for Costs.

IN A recent case of *Blind* v. *Spenser*, in which a schoolboy brought an unsuccessful action for libel by his next friend against the master of a school, the plaintiff applied to the Court of Appeal for a new trial. Upon an application that the plaintiff should give security for the defendant's costs, it was stated on behalf of the defendant that he had already incurred costs to the amount of £300, and that his costs in the Court of Appeal would certainly amount to an additional £100, inasmuch as a shorthand writer's note of the evidence would have to be procured. It is not easy to extract a satisfactory principle from the cases relating to security for costs, especially from those cases where the application for security is mainly on account of the poverty of the plaintiff. It has repeatedly been laid down that the plaintiff will not be compelled to give security for costs merely because he is a pauper, or bankrupt, or insolvent. But a plaintiff has been ordered to give security for costs when he was not only in insolvent circumstances, but brought the action, not for his own benefit, but for that of assignees to whom he had assigned his property in trust for the benefit of his creditors. The cases where the plaintiff is not the real *dominus litis* may explain the provision in section 69 of the Companies Act, 1862, which enacts that where a limited company is plaintiff in any action a judge having jurisdiction in the matter may, if it appears by credible testimony that there is reason to believe that if the defendant be successful in his defence the assets of the company will be insufficient to pay his costs, require security to be given. We may gather from these authorities that the court has shrunk from adopting a rule which, rigidly interpreted, would prevent poor men from taking proceedings against their wealthier fellow citizens, and has only ordered security in certain exceptional cases. Where, however, there has been judgment for the defendant, and the plaintiff brings an appeal from this judgment, the court is more willing to order him to give security for the costs of the appeal as distinct from the costs previously incurred. There is, however, the same reluctance to grant the application simply on account of the poverty of the plaintiff. And it has been the practice where security is ordered to limit it to a particular sum. This sum has been ordinarily fixed at £20. To suppose that such a sum will really secure the opposite party against the expense which he may incur from an unsuccessful appeal is of course out of the question. We can only suppose that this somewhat illusory security is ordered as a test of the *bonâ fides* of the appellant, and as some slight check against vexatious litigation. The Court of Appeal in *Blind* v. *Spenser* ordered the plaintiff to give security in the sum of £75, which is a decided advance on the customary amount.

Notice of Appearance to Writ by Unqualified Person.

THE CASE of *Re Ainsworth, Ex parte The Law Society*, decided by the Divisional Court on the 3rd of April, is one of much

interest to legal practitioners and others who have heard that the efforts of unqualified persons to act as solicitors continue to increase. In the case of *Duke* v. *Moorcroft* (L. R. 5 Q. B. 76), decided under the Common Law Procedure Act, 1852, which contains provisions with respect to the mode of entering appearances similar to those in the Judicature Rules, the Court of Queen's Bench held that the appearance in person by a defendant to a writ of summons need not be by the own proper person of the defendant; in other words, that the defendant need not attend personally for the purpose of entering the appearance, and that the memorandum required upon entering an appearance might be delivered to the officer by a third person duly authorized on the defendant's behalf. The reason given by the Court of Queen's Bench for their decision was that to require upon an appearance in person that everything should be done by the defendant himself would impose great inconvenience on a defendant living at a distance or prevented by some good cause from attending, but BLACKBURN, J., in his judgment, took occasion to observe: "If unqualified persons take advantage of this decision, and in effect act as attorneys, proceedings can be taken against them." In the case of *Re Ainsworth* an appearance was entered to a writ, the memorandum of appearance being in the proper form and signed by the defendant as "defendant in person." On the same day AINSWORTH, who was an auctioneer and valuer, and at that time engaged in valuing premises belonging to the defendant for him, sent by post to the solicitors for the plaintiff a notice of appearance stating that he had entered an appearance for the defendant, and that the defendant required delivery of a statement of claim. This notice was signed HENRY AINSWORTH, agent for JOSEPH GREENHALGH (the defendant). The Law Society then moved for a writ of attachment against AINSWORTH for contempt of court, in having acted as a solicitor without being duly qualified. It will be observed that the question was not whether the appearance was good, but whether the notice of appearance was a "proceeding in the action" which had been taken by an unqualified person. AINSWORTH having expressed his regret for what he had done, and having offered to pay the costs of the application, the Divisional Court accepted his apology, but were clearly of opinion that he had taken a step which could only be properly taken by a solicitor. We think that this opinion will meet with general acceptance. The law, without encouraging a suitor to conduct his proceedings in person, allows him to do so, and it would not be easy to prevent him from availing himself of the advice and assistance of friends more experienced than he may happen to be. But it is quite unnecessary that this privilege should enable him to hand over the conduct of the proceedings to agents who, without being qualified as solicitors, readily act in that capacity, and who would be willing to offer their services to those who have an unreasoning prejudice against duly qualified practitioners.

The Workmen's Compensation Acts.

THE COURT of Appeal have again been considering their old puzzle, What is a warehouse? In *Buckingham* v. *Mayor of Fulham* the applicant for compensation under the Workmen's Compensation Act was employed in a yard which was described by the county court judge as a general dumping ground for depositing material, both waste and otherwise, used by the respondent corporation in carrying out their duties. This yard is almost two acres in extent. It is bounded on one side by some railway arches open to the yard. In the yard are a blacksmith's shop and some stables, and it is used by the servants of the corporation for many purposes, as for sharpening tools, repairing carts, and painting various things. The greater part of the yard, however, seems to be taken up by large heaps of old wood-paving, old scrap iron, and other waste; while under the arches is stored a quantity of cement. The applicant was injured while engaged in shifting old iron which was blocking the access to part of the yard. The question was whether his employment was an employment to which the Act applied. The county court judge decided that it was not, but the Court of Appeal were asked to overrule this decision and say that a yard was a "warehouse" within the Act. This is a word which has defied definition, and is one of the most ambiguous and unsatisfactory in the whole Act—which is saying a great deal. It has already been decided that a yard may be a warehouse, although it will strike the ordinary man as strange that any place without a roof can be a "house" at all. But in all cases it seems that a place decided to be a warehouse has been used for storing goods for sale or for some other commercial purpose. Here the things were for the most part put on the ground merely to get rid of them; but advantage was taken of the fact that the old wood-paving was sometimes sold to firewood dealers to argue that the yard was used for storing goods for sale. The Court of Appeal, however, would not accept this, as the waste was sold, not in the way of trade, but merely to get rid of it, and upheld the decision appealed against. This time, therefore, common sense seems to have triumphed. But the unfortunate word "warehouse" is not done with yet, and will put many a guinea into the pockets of the profession before we have heard the last of it. The amending Bill now before Parliament does not seem likely to clear up this difficulty. It makes no attempt to define the word. It merely provides that it shall include "any premises used solely or mainly for the storage of goods in connection with or ancillary to a retail business, whether included in the building in which the retail business is carried on or not." This will alter the law as laid down in *Burr* v. *Whiteley* (47 W. R. 500; 1899, 1 Q. B. 773), which decided that Messrs. WHITELEY'S stock-rooms, in which goods were stocked in order to be sold in the shops as required, were not a "warehouse" within the Act. The new definition will apparently constitute every little back-room or attic in which a small shopkeeper may keep his stock a warehouse. It will certainly, therefore, bring in a large number of premises now excluded, but it will do little to help us to know what a "warehouse" really is.

The Genuineness of Share Certificates.

ONE OF the financial papers has recently published an article in which it complains that, according to the interpretation placed upon the existing law, a share certificate is of little value as the test or badge of the ownership of shares, and that any one who acquires what purports to be a share certificate cannot without interrogating the directors and cross-examining the secretary ascertain whether the document is genuine or not. The writer refers to a case of *Harwitz* v. *Smith, Patterson, & Co. (Limited)*, tried last February at the Newcastle Assizes, in which it appeared that a lady shareholder had obtained from her bank an advance on the security of a share certificate accompanied by a blank transfer. She then went to the office of the company and made a declaration that her certificate had been burnt and obtained a duplicate certificate, giving an indemnity to the company. The lady then sold the shares on the strength of this duplicate certificate, and the purchaser was registered. Subsequently the bank executed and presented its transfer, when it discovered that the shares had already been sold. It was held that the company were in no way responsible. The writer goes on to complain that companies never insist upon the delivery of the certificates as a condition precedent to a transfer. But it must be remembered that shares and certificates are different things, and that an agreement to deliver shares is performed by the execution and delivery of a proper transfer. Actual delivery of the share certificates is not essential to the performance of such a contract. What the purchaser buys is an interest in the company. If this interest has been once transferred and the transferee registered, the interest of the transferor has passed and cannot be claimed by any one who has obtained possession of the certificate. The certificate may be delivered though the shares are not delivered, and *vice versâ*.

Playing Cards on Sunday.

WE ARE rather surprised to read that an information was recently preferred before the justices for Brierley Hill, Staffordshire, against a number of men, charging them with the offence that they, being either artificers or labourers, had played at cards in a private house on Sunday. The information was preferred under the Act 33 Hen. 8, c. 9. By section 16 of this Act it is enacted that no manner of artificer or craftsman of any handicraft or occupation, husbandman, apprentice, labourer, servant at husbandry, journeyman, or servant of artificers, mariners,

fishermen, watermen, or any serving-man shall from the Feast of the Nativity of St. John Baptist play at the tables, tennis, dice, cards, bowls, clash, coyting, log-citing, or any other unlawful game, out of Christmas, under the pain of twenty shillings to be forfeit for every time, and in Christmas, to play at any of the said games in their masters' houses, or in their masters' presence. The justices, after hearing arguments for the prosecution and defence, imposed small penalties on the persons charged. We have an idea that many of those in the higher ranks of society who leave London for a week-end in the country spend their Sundays in playing "bridge." Assuming that this is so, such persons, who "toil not neither do they spin," would clearly not come within the Act, though we suppose that playing bridge is playing cards. But the Act of Henry VIII. is a specimen of class legislation which is wholly unsuited to the present times, and we can hardly suppose that it will be long before it receives the attention of the Legislature. We confess we should rather like to see the fashionable bridge players placed on the same footing as artificers or labourers.

Ancient Lights.

THE judgments delivered in the Court of Appeal in *Kine* v. *Jolly* (*ante*, p. 164; 1905, 1 Ch. 480) contain an interesting discussion of the principle with regard to interference with ancient lights which was established by the decision of the House of Lords in *Colls* v. *Home and Colonial Stores* (1904, A. C. 179), and illustrate the difficulties which may still arise as to its practical application. Formerly the claim to light was sometimes advanced and supported in an extreme form, and the owner of the dominant tenement was considered to be entitled, as a right of property, to the whole of the light which had in fact entered his window during the statutory period of prescription. But the more moderate view was that, as well before as after the Prescription Act, 1833, the dominant tenement was only entitled to so much light as was necessary for its convenient occupation. This view was expressed by JAMES, L.J., in *Kelk* v. *Pearson* (19 W. R. 665, L. R. 6 Ch. 811), who, after observing that the statute had not altered the pre-existing law as to the nature and extent of the right, observed: "The nature and extent of the right before that statute was to have that amount of light through the windows of a house which was sufficient, according to the ordinary notions of mankind, for the comfortable use and enjoyment of that house as a dwelling-house, if it were a dwelling-house, or for the beneficial use and enjoyment of the house, if it were a warehouse, a shop, or other place of business. That was the extent of the easement—a right to prevent your neighbour from building upon his land so as to obstruct the access of sufficient light and air to such an extent as to render the house substantially less comfortable and enjoyable."

If the above passage be further explained by the rider that the question of detriment to the enjoyment of the house must be tested by the ordinary use to which the house is put, and not by any special use, it appears to represent the view which was adopted by the House of Lords in *Colls' case*; and it was further held in that case that, in order to make the interference with the light actionable, this must constitute a nuisance to the owner of the dominant tenement. The Lord Chancellor, for instance, rejected the notion that the dominant owner had any sort of proprietary right in the light itself which had access to his house. "Light, like air, is the common property of all, or, to speak more accurately, it is the common right of all to enjoy it, but it is the exclusive property of none," and he reverted to the *dictum* of Lord HARDWICKE in *Fishmongers Company* v. *East India Co.* (1 Dick. 163): "It is not sufficient to say that it will alter the plaintiffs' lights, for then no vacant piece of ground could be built on in the city, and here there will be seventeen feet distance, and the law says it must be so near as to be a nuisance." Lord MACNAGHTEN found the correct view stated by BEST, C.J., in *Back* v. *Stacey* (2 C. & P. 465): "In order to give a right of action there must be a substantial privation of light, sufficient to render the occupation of the house uncomfortable, and to prevent the plaintiff carrying on his accustomed business (that of a grocer) on the premises as beneficially as he had formerly done." And Lord MACNAGHTEN considered that this rule, laid down in 1826, applied equally after the Prescription Act, 1833, which, by section 3, confers an "absolute and indefeasible" right when "the access and use of light to and for any dwelling-house, workshop, or other building" has been actually enjoyed for twenty years without interruption. "The Act," he said, "neither enlarges the right of the dominant tenement nor adds to the burthen of the servient tenement."

To the same effect was the judgment of Lord DAVEY, who, like the Lord Chancellor, placed the interference with light on the footing of a nuisance, and laid down the rule that "the owner or occupier of the dominant tenement is entitled to the uninterrupted access through his ancient windows of a quantity of light, the measure of which is what is required for the ordinary purposes of inhabitancy or business of the tenement according to the ordinary notions of mankind, and that the question for what purpose he has thought fit to use that light, or the mode in which he finds it convenient to arrange the internal structure of his tenement does not affect the question. The actual user will neither increase nor diminish the right. The single question in these cases is still what it was in the days of Lord HARDWICKE and Lord ELDON—whether the obstruction complained of is a nuisance." Lord LINDLEY emphasized the consideration that "the purpose for which a person may desire to use a particular room or building in future does not either enlarge or diminish the easement which he has acquired." And he observed that, in deciding whether the interference with light was such as to constitute a nuisance, light which came from other quarters, provided the dominant owner was entitled to it, could not be disregarded.

In *Kine* v. *Jolly* (*suprà*) the question before the Court of Appeal was how to apply the principle thus established by *Colls' case* in a case where, although there had been a substantial diminution of the amount of light coming to a room so as to deprive it of its "charm," the room was expressly found to be still "well lighted." The dominant tenement was a detached dwelling-house at Acton, in which the owner resided. The house had a morning-room which was lighted by two French windows of the same size—namely, 8ft. 8in. high and 4ft. wide, one looking west and the other looking north. Opposite the west window, at a distance of 27 feet away, the defendant had erected a house, but its position was such that, although it directly faced the greater part of the west window of the morning-room, it did not cover the whole area of the window, but left a narrow vertical strip of window to the north not directly obstructed, while as regards the part of the window which was directly obstructed there was still left more than 45 degrees of unobstructed light. As to the effect upon the plaintiffs' house the evidence of the expert witnesses was, as usual, conflicting. The plaintiff's witnesses estimated the depreciation in the letting value at from £20 to £25 a year, and in the selling value at £375 to £450. The defendant's witnesses denied that there had been any pecuniary depreciation. The finding of fact by KEKEWICH, J., is shewn by the following passage from his judgment: "The great cause of complaint has been of the obstruction of light to what has been called the morning-room. It was an exceptionally well-lighted room, and even now is well lighted; so that if the test were whether there is sufficient light left to enable the room to be used for the purposes for which it was designed there would be no further question. As I understand the judgments in the House of Lords, that is not the test, though it is a matter for consideration. I am convinced that the character of the room is altered, and that though still a well-lighted room, it has lost in the obstruction of light one of its chief charms and advantages. I have come to the conclusion that the obstruction of light to the morning-room is a nuisance within the meaning of the authorities on that subject." And the learned judge, who estimated the damages at £300 or £400, held that the proper remedy was not damages, but a mandatory injunction.

This result obviously left a very neat point for the Court of Appeal. Everyone knows the charm of a room which is specially well lighted. In the present case that charm had gone, but the room was still "well lighted" in the ordinary acceptation of the term. Under these circumstances, was the interference

with the light an actionable nuisance within the meaning of *Colls' case*? VAUGHAN WILLIAMS and STIRLING, L.JJ., held that it was, and they affirmed the judgment of of KEKEWICH, J., except that they considered the proper remedy to be damages, and not an injunction. ROMER, L.J., differed. We will notice his dissentient judgment first. It expresses what seems to be the natural conclusion from the finding of KEKEWICH, J., as to the facts. "He holds as a fact," said the Lord Justice, "that this is a well-lighted room still, and well lighted for the purposes for which that room was built, and the purpose for which that room was built we know was that of occupation as a morning-room for ordinary family domestic purposes. Therefore, this is, to my mind, a clear finding that, notwithstanding anything the defendant has done, the plaintiff still has—following the words in *City of London Brewery Co.* v. *Tennant* (L. R. 9 Ch., p. 216)—'sufficient light according to the ordinary notions of mankind for the comfortable use and enjoyment of his house as a dwelling-house,' and of the morning-room in particular." The room had lost its charm, but it had not lost, to a substantial extent, its light, and under these circumstances there had been no nuisance.

As we have stated, this probably represents the natural view which would be taken of the application of the principle of *Colls' case* to Mr. Justice KEKEWICH's finding of facts. Nuisance, even if taken as a technical term, may claim to rank as a strong word, and Lord DAVEY pointed out that in *Aldred's case* (9 Rep. 57*b*) the "hindrance of light" was treated in the same category as the nuisance of fouling the air by pig-styes. We doubt whether the true outcome of *Colls' case* is that the dominant tenement is entitled to have left sufficient light not only for ordinary purposes of occupancy, but also to preserve the charm which an unusual amount of light has conferred upon it. However, the majority of the Court of Appeal have taken the contrary view, though it must be admitted that they did not expressly give so great an effect to the loss of the "charm" of the room. VAUGHAN WILLIAMS, L.J., observed that he did not understand KEKEWICH, J., to mean that the mere fact that a room had lost its charm would be sufficient to constitute a cause of action, but only that the same obstruction which had made the room less convenient and less comfortable to use had also naturally diminished the charm of the room. But when it is said that an interference with light is a nuisance and actionable if—in the language of *Kelk* v. *Pearson* and other cases—it interferes with the comfortable use and enjoyment of a house, this has to be understood with reference to other statements of the amount of light to which the dominant tenement is entitled—in the words of Lord DAVEY in *Colls' case*, the light required "for the ordinary purposes of inhabitancy or business of the tenement according to the ordinary notions of mankind." And a "well-lighted" room seems to satisfy this test, even though it has lost some of the light which formerly made it both a charming and a well-lighted room. The case exhibits a difference of opinion as to the practical effect of *Colls' case* of which we are likely to hear more.

Priorities Between Incumbrancers.

IN general, as is well known, a mortgagee who obtains the legal estate is safe against prior equitable charges, but the recent decision of JOYCE, J., in *Berwick & Co.* v. *Price* (1905, 1 Ch. 632) repeats the warning, contained in numerous former cases, that the circumstances under which the mortgagee obtains the legal estate must be such as to justify a court of equity in allowing him the advantage of it. The contest usually arises when the deeds have been deposited by way of equitable security, and the subsequent legal mortgagee omits to make proper inquiry for them; or, as the question was stated in *Hewitt* v. *Loosemore* (9 Hare, p. 456): "Whether an equitable mortgagee by deposit of title-deeds is entitled to priority over a subsequent legal mortgagee of the property comprised in the deeds, who has not made all the inquiries after the deeds which could or might have been made." And the answer which TURNER, V.C., gave, upon the then state of the authorities, was that "a legal mortgagee is not to be postponed to a prior equitable one, upon the ground of his not having got in the title-deeds, unless there be fraud or gross and wilful negligence on his part." The practical application of this rule was stated to be that the court would not impute fraud or gross or wilful negligence to the mortgagee if he had *bonâ fide* inquired for the deeds and a reasonable excuse had been given for their non-delivery; but the court would impute fraud or gross and wilful negligence to him if he omitted all inquiry as to the deeds. And TURNER, V.C., in justifying this penalty, observed that gross and wilful negligence amounted, in the eyes of the court, to fraud.

In *Northern Counties Insurance Co.* v. *Whipp* (32 W. R. 626, 26 Ch. D. 482), also, it was pointed out that, in the cases where a legal mortgagee who had made no inquiry for the title-deeds had been postponed to an equitable incumbrancer by deposit, this was upon the ground that the court considered the conduct of the mortgagee in making no inquiry to be evidence of a fraudulent intent to escape notice of a prior equity. But at the present time there is less tendency to impute fraud where no fraud in fact exists, and in *Oliver* v. *Hinton* (48 W. R. 3; 1899, 2 Ch. 264) the matter was placed upon a fresh basis. "In order," said LINDLEY, M.R., in that case, "to deprive a purchaser for value without notice of a prior incumbrance of the protection of the legal estate I do not think it essential that he should have been guilty of fraud. It is sufficient that he should have been guilty of such gross negligence as to render it unjust to deprive the prior incumbrancer of his priority."

In *Oliver* v. *Hinton* (*suprà*) a purchaser for value without notice of any incumbrance took a conveyance of the legal estate in certain houses, but he did not require an abstract of title or production of the title-deeds. He did ask where the deeds were, and was told that they were in the possession of the vendor, but would not be delivered up, as they related to other property. In fact they had been deposited by way of equitable charge. The excuse for non-production was obviously insufficient, and the purchaser was postponed, notwithstanding that he acted in good faith. "The omission by a purchaser," said JOYCE, J., in the present case of *Berwick & Co.* v. *Price* (*suprà*), "to investigate the title or to require delivery or production of the title-deeds is not to my mind either fraudulent or culpable, nor does it, since the judgment of LINDLEY, M.R., in *Oliver* v. *Hinton*, seem necessary to characterize it by any such epithet; but the consequence of such omission or wilful ignorance is that it is held to be unjust to prefer the purchaser to the previous mortgagee who has the deeds, although such mortgage be equitable and the purchaser have the legal estate." This, indeed, represents the real ground for depriving the purchaser or legal mortgagee of the benefit of the legal estate. He has obtained it without proper inquiry after the *indicia* of ownership, and it is unjust that he should make others suffer for his neglect. Or, if a more technical reason is required, it is sufficient to say that the purchaser or legal mortgagee cannot claim to have taken without notice of the prior equity. His omission to make the inquiry, which would have resulted in his having actual notice of the prior equitable charge, gives him constructive notice of it.

The case of *Berwick & Co.* v. *Price* (*suprà*) would have been merely an ordinary application of this principle, but for the fact that the solicitor who acted for the legal mortgagees had himself deposited the title-deeds and was interested in concealing the fact. One BENNETT had in 1886 mortgaged two houses—Holmden and Ravendale—to CORBETT, who was a solicitor, to secure £2,100. In the same year CORBETT deposited the deeds with his bankers by way of sub-mortgage to secure an overdraft. Subsequently BENNETT and CORBETT concurred in creating a fresh legal mortgage of Holmden for £650 to HOLBROOK (afterwards transferred to PRICE), and of RAVENDALE for £550 to WILSON (afterwards transferred to SPICER). These sums were paid to CORBETT, and his mortgage debt thereby reduced to £900, for which BENNETT gave him a second mortgage over both houses. The money was paid by CORBETT to his banking account, but without informing the bankers where it came from. CORBETT acted throughout for all the mortgagees and transferees.

Under these circumstances it was difficult to avoid postponing the transferees, PRICE and SPICER, though they had taken the legal estate, to the bankers, who held the title-deeds. The only ground for not doing so was that the mortgagees and transferees had not acted personally, but had left the matter in CORBETT's hands. But, as JOYCE, J., observed, "no one by delegating to an agent what he might do himself can place himself in a better position

than if he did the thing himself. If notice to an agent were not notice to the principal, notice would be avoided in every case by employing agents: per NORTHINGTON, L.C., in *Sheldon* v. *Cox* (2 Eden, p. 228)." Had the fresh mortgagees employed an independent solicitor, and had he made proper inquiries, the existence of the charge to the bank would have been discovered. The fact that this was not done, but that they employed CORBETT, who did not disclose the deposit of the deeds, was no reason for depriving the bank of the security which the possession of the title-deeds gave them. The mortgagees, HOLBROOK and WILSON, and their transferees, PRICE and SPICER, had constructive notice of the deposit of deeds, and, upon the principle stated above, were not allowed to set up the legal estate against the prior equitable incumbrancers.

Reviews.

Easements.

AN EPITOME OF THE LAW RELATING TO EASEMENTS. By T. T. BLYTH, Barrister-at-Law. Sweet & Maxwell (Limited).

This book gives concisely, and, we think, clearly, the leading principles relating to easements—how they can be acquired and extinguished, the extent of the rights which they confer, and the remedies for their disturbance. It is perhaps a little unusual to speak of the right which a mine-owner may have to let down the surface as an "easement to let down land," but the expression is apparently supported by a passage from the judgment of Lord Wensleydale in *Rowbotham* v. *Wilson* (8 H. L. C., p. 362), and it is countenanced by the recent decision of Warrington, J., in *Sitwell* v. *Earl of Londesborough* (53 W. R. 445), that, since a tenant for life is empowered to grant "an easement, right, or privilege" over the settled land, he can grant to the mineral owner the right to let down the surface of the settled land. The leading cases on the right to let down the surface are shortly stated. Recent litigation upon easements has been chiefly concerned with the right to light, and Mr. Blyth has pointed out how *Colls* v. *Home and Colonial Stores* (1904, A. C. 179) has settled the extent of the easement of light upon the basis of the dominant tenement being entitled to the amount of light required for its comfortable occupation. The book forms one of a students' series, and should be useful to those who wish for an outline of the law of easements.

Books of the Week.

The English Reports. Volume LI.: Rolls Courts IV., containing Beavan, vols. 13 to 17. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

A Manual of the Practice of the Supreme Court of Judicature in the King's Bench and Chancery Divisions, intended for the Use of Students and the Profession. By JOHN INDERMAUR, Solicitor. Ninth Edition. By CHARLES THWAITES, Solicitor. Stevens & Haynes.

The British Academy: Neutral Duties in a Maritime War, as Illustrated by Recent Events. By THOMAS ERSKINE HOLLAND, K.C., D.C.L. Henry Frowde.

Judge Coventry has, says the *Times*, intimated that he will retire next month from the county court judgeship of No. 4 district, which includes Blackburn, Preston, Accrington, Blackpool, and Chorley. Judge Coventry has held the office nineteen years.

The Parliamentary correspondent of the *Times* says that with reference to the apprehensions concerning the effect of the Public Trustee and Executor Bill, the promoters of the measure have assured the Bankers Association and the Incorporated Law Society that nothing is further from their desire than to interfere with the legitimate professional interests of bankers, solicitors, accountants, auctioneers, and the like. The Bill is substantially the same as that which the Lord Chancellor carried through the Upper House in 1889 and 1890, with the concurrence of Lord Herschell and all the law lords; and the only clause in it to which the Standing Committee on Law took exception this session was that binding the public trustee to employ any particular firm of solicitors or bank if authorized by the creator of any trust, or if required by a co-trustee, a beneficiary, or the guardians of a minor. It was felt that, as the House of Commons had decided to guarantee the integrity of the public trustee and the safety of the trust funds from the Consolidated Fund, it would be unwise to fetter the public trustee's discretion; but no idea was expressed that all the trust accounts should be kept with the Bank of England or withdrawn from industrial centres where they can be usefully employed with ample security.

Correspondence.

Office Copies.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the letter under this heading in your issue of the 29th of April, p. 444, we find that the difference in the cost of a certified copy of a will and the cost of an office copy of a document filed at the Central Office is far more serious than appears from your correspondent's letter.

We have recently had to obtain a certified copy of a will which was just about one folio in length. The cost of obtaining a similar document filed at the Central Office would have been sixpence, but the cost at the Probate Registry was 12s., made up as follows:—

	s.	d.
Search Fee	1	0
Stamped Sheet	1	0
Copying	2	6
Certifying	2	6
Seal	5	0
	12	0

We wonder, with your correspondent, what reason or justification there can be for this difference in cost in the two cases.

Another point is that the only stamp appearing on the certified copy of the will is the 1s. impressed stamp, so that a solicitor has nothing to shew his client that he has paid 12s. for what a client would naturally think only 1s. had been paid, whereas upon an office copy document obtained from the Central Office the whole cost paid appears in stamps. EMANUEL, ROUND, & NATHAN.

27, Walbrook, E.C., May 16.

Points to be Noted.

Company Law.

Deposit of Share Certificate to Secure a Loan—Transfer of Shares to Another Person.—A company's articles provided that the company should not be bound to regard trusts affecting its shares, and that before registration of a transfer, the transfer should be left with the company "with any evidence the company may require to prove the title of the transferor." One Casmey was a servant of the company, and he deposited his certificate for shares and a transfer of them in blank with Rainford to secure a loan. The certificate referred in the usual way to the memorandum and articles of the company, and bore on it the following note: "Without the production of this certificate no transfer of the shares mentioned therein can be registered." A transfer nevertheless was registered without the certificate—viz., one given by Casmey to one Yonnie, the registration being brought about by Casmey's written declaration that the share certificate was in the possession of a friend but not as a security for a loan or other consideration, and that he had signed no transfer of the shares. It was held that the company was not liable in damages to Rainford for having registered the shares in Yonnie's name. The note was held to be, not a contract or representation, but only a warning to the shareholder to take care of his certificate. The learned judge professed to follow a *dictum* of Lord Cairns in *Shropshire Union, &c., Co.* v. *The Queen* (L. R. 7 H. L. 509), but *quære* whether there was a similar note on the certificate in that case.—RAINFORD *v.* JAMES KEITH & BLACKMAN CO. (Farwell, J., Dec. 24, 1904) (1905, 1 Ch. 296).

Debentures—Payment Off and Re-issuing.—In *Re George Routledge & Sons* (1904, 2 Ch. 474) Buckley, J., gave an important decision shewing the futility of attempting to keep alive debentures which had been paid off by, and transferred to, the company itself, but Kekewich, J., has gone further. The debentures in the case before him were not transferred to the company, but were handed back to it, on being paid off, with transfers having blanks for the names of the transferees. The company, for value, afterwards filled in the names, as transferees, of the persons from whom the value was received, and handed them the transfers and old debentures. It was held that these persons were not entitled to rank *pari passu* with the holders of the other debentures.—HOARE *v.* W. TASKER & SONS (LIMITED) (Kekewich, J., Dec. 20, 1904) (1905, 1 Ch. 283).

Mr. Justice Phillimore has fixed the following commission days for the first part of the summer assizes on the North Wales Circuit: Newtown, Monday, May 29; Dolgelly, Thursday, June 1; Carnarvon, Monday, June 5; Beaumaris, Saturday, June 10; Ruthin, Tuesday, June 13; Mold, Friday, June 16.

Cases of the Week.

Court of Appeal.

FLETCHER *v.* COLLIS. No. 2. 2nd, 3rd, and 4th May.

TRUSTEE—BREACH OF TRUST—CONSENT OF BENEFICIARY—REPLACEMENT OF LOST FUND BY TRUSTEE—IMPOUNDING INTEREST OF CONSENTING BENEFICIARY.

This was an appeal from Warrington, J. On the marriage in November, 1881, of a Mr. and Mrs. Fletcher a settlement was made of a personalty fund amounting to £3,100, which was vested in trustees upon trust for the husband for life, with remainder to the wife for life, with remainder to the children of the marriage in the usual way. In the year 1885 the whole fund vested in the trustees was sold by them with the written assent of the husband, and the whole proceeds of the sale were, in the presence of the husband, paid over by the trustees to his wife, Mrs. Fletcher, who misspent the whole fund. In 1891 the husband was adjudicated bankrupt, and in the August following the present action was commenced by the infant children of the marriage by their next friend in order to make the trustees liable for the breach of trust which they had committed. It was admitted by Mr. Fletcher, the husband, that he saw the whole proceeds paid over to his wife, and that he knew that it was intended that she should have £1,000 for her own use, but as regards the balance he said that he understood that that was not to be so used but re-invested at some time or other. By an order of the 22nd of February, 1893, which was made by consent of all parties other than the trustee in bankruptcy of Mr. Fletcher, one of the trustees, the defendant Collis, who had taken the active part in committing the breach of trust, undertook, out of a pension to which he was entitled, and by means of certain policies of assurance over which he gave a mortgage, to pay into court the whole of the sum which had been paid over to the wife with interest at 4 per cent. from the 5th of August, 1891, the commencement of the action. The defendant Collis had died since the date of this order, and by means of payments from time to time made during his lifetime and by the proceeds of certain policies of assurance after his death, the whole corpus of the trust fund had been replaced, together with interest from the date mentioned in the order. On the 31st of July, 1902, a summons was taken out in the action by the present trustees of the marriage settlement to have it determined (among other things) whether the portion of the said trust funds representing income or any part thereof was payable to the defendant Margaret Agnes Collis as legal personal representative of the defendant William Collis, deceased. This summons was adjourned into court and came on for hearing before Byrne, J., on the 15th and 16th of July and the 8th of August, 1903. On the 10th of May, 1904, it came on for further hearing before Warrington, J., and the order was then made which was the subject of the present appeal. By this order it was declared that Margaret Agnes Collis, as such legal personal representative as aforesaid, was entitled to have the life interest of the defendant William Fletcher in the sum of £3,100, being the said settlement trust funds and the investments for the time being representing the same, impounded by way of indemnity in respect of the sum of £1,000, part of the said sum of £3,100. The legal personal representative appealed from this order in order to have it declared that William Fletcher's interest in the whole sum of £3,100 was liable to be impounded. The trustee in bankruptcy of William Fletcher served a cross-notice of appeal against the declaration that his interest in respect of the £1,000 was liable to be impounded.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) allowed the appeal and dismissed the cross-appeal.

VAUGHAN WILLIAMS, L.J.—In this case the trustee in bankruptcy, representing a *cestui que trust* who concurred in a breach of trust, has really come to the court claiming to be entitled to complain as against the trustee who committed the breach of trust of that breach of trust in which he himself concurred, and the question is whether in these circumstances he can be heard as against the trustee to say that that in which he himself concurred is wrong. In my judgment he ought not to be allowed to say anything of the sort. The argument on behalf of the trustee in bankruptcy was put in this way. He accepted for the purposes of argument that there was a concurrence on the part of the *cestui que trust* of the character that I have described, but he said that if you take the cases beginning with *Trafford* v. *Boehm* (3 Atkyns 440) and go through all the cases you will not find any case in which *cestui que trust* has been held liable to have his interest either impounded or retained or withheld from him unless the *cestui que trust* has derived a benefit from the breach of trust, and then only to the extent of the benefit that he has so derived. And it was further said that it was admitted that in this case the *cestui que trust* had derived no benefit from the breach of trust. Now I do not agree with that view of the case. I will call attention in a moment to cases in which it seems to me that although a *cestui que trust* received no benefit personally, yet he was held debarred from complaining of a breach of trust in which he had concurred. But before I call attention to the cases I wish to say that in default of authority and if there had been no authority to that effect I should have been prepared to say that upon general principles it is wrong that a *cestui que trust* who so concurred should be allowed to take proceedings based upon a misappropriation of trust property in which he himself concurred. The case which I have referred to as an authority on this point is *Chillingworth* v. *Chambers* (44 W. R. 388; 1896, 1 Ch. 685). In his judgment in that case Lindley, L.J., says: "Suppose a *cestui que trust* in remainder to induce his trustees to commit a breach of trust for the benefit of the tenant for life—perhaps his own father or mother—can such a remainderman compel the trustees to make good the loss or resist their claim to have it made good out of his interest when it falls in, if some other *cestui que trust* compels them to make the loss good? I apprehend not, and yet, in the case supposed, the *cestui que trust* in remainder might not himself have derived any benefit at all from the breach of trust." I do not say that that passage is exactly on all fours with the present case, because the word used is "induce," and that is consistent with instigation as distinguished from consent, but I think that it does make plain that receipt of a benefit is not essential if the *cestui que trust* is to be debarred from recovering all that he is entitled to under the trust deed. I also think that the judgments in *Somerset* v. *Earl Poulett* (42 W. R. 145; 1894, 1 Ch. 231) involve the same implication of benefit not being essential. In the present case the trustee in bankruptcy is in the same position as the *cestui que trust* would have been, and he is not entitled to complain as against the trustee of a loss which was brought about by a breach of trust in which he concurred, nor is he entitled to any benefit out of this fund which has been placed in court at the expense of the trustee. To hold otherwise would be to hold that the husband is entitled to complain of that which he concurred in doing as being a wrong against him. I can conceive of circumstances in which it might be right to allow such a claim, even when made by a person concurring in the breach of trust, as, for example, a case in which the trustee owes a particular duty to his *cestui que trust*, but in the present case I can see no circumstances whatever which should induce this court to assist the *cestui que trust* who concurred in the breach of trust against the trustee. In these circumstances I think that the claim of the trustee in bankruptcy fails altogether.

ROMER and STIRLING, L.JJ., delivered judgments to the same effect.—COUNSEL, *Levett*, K.C., and *A. & B. Terrell*; *Alexander*, K.C., and *Jessel*; *Hewitt*. SOLICITORS, *Allingham & Heys-Jones*; *Emanuel & Simmonds*; *Brooks, Jenkins, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

CORBETT *v.* THE SOUTH-EASTERN AND CHATHAM RAILWAY CO.'S MANAGING COMMITTEE. Farwell, J. 11th May.

RAILWAY COMPANY—LANDOWNER—BUILDING LAND—SCHEME—REMOVING STATION—REBUILDING—AGREEMENT—PRIVATE ACT OF PARLIAMENT—"ULTRA VIRES"—SOUTH-EASTERN AND LONDON, CHATHAM, AND DOVER RAILWAY CO.'S ACT, 1899 (62 & 63 VICT. c. CLXVIII.)—BEXLEY HEATH RAILWAY ACT, 1887 (50 & 51 VICT. c. LXXX.), s. 19.

Action. The plaintiff, a Mr. A. C. Corbett, owned a large piece of land situated at Eltham Park, Eltham, in Kent, called the Eltham Park Estate, and lying between two stations on the South-Eastern Railway Co.'s line from London to Bexley Heath and Erith, known as "Well Hall" and "Welling" respectively. This estate he wished to develop as a building estate. The defendants, under the South-Eastern and London, Chatham, and Dover Railway Co.'s Act, 1899, were a corporate body for the working union of the two companies, and under the Act all the powers and authorities, &c., vested in the two companies or either of them with regard to the renewal, alteration, enlargement, or improvement of stations, buildings, &c., belonging to the two companies, and the construction or provision of additional stations for the aforesaid purposes were vested in the defendants. By an agreement in writing of the 13th of October, 1900, and made between the plaintiff and the defendants, after reciting that the plaintiff was desirous of developing the said estate, and had requested the company to remove the Well Hall station to a position nearer the Welling station, on account of its being more advantageous for the said estate, and that the company had upon certain conditions consented so to do, it was thereby covenanted and agreed first that the company would, as soon as they conveniently could, discontinue the use of the Well Hall station, and in lieu thereof build another, nearer Welling station, and adjoining Westmount-road, and, secondly, the plaintiff, his executors or administrators, would pay interest at 3 per cent. from the date when the company should make their first payment on a certificate of their engineer for work done in removing the said station, from time to time, until the new station should be completed, and directly it should be opened, on or before the 1st of October, 1902, pay at 3 per cent. on £20,000, until ten years had expired from the date of the first payment, £20,000 being agreed to be the cost of removing the Well Hall station, and of erecting a new one. On the defendants refusing to discontinue the use of the Well Hall station and building a new one, the plaintiff brought this action, alleging great detriment to the development of the said estate by their breach. The defendants relied on the Bexley Heath Railway Act, 1887, by which the then Bexley Heath Railway Co. had made the railway through part of the land of Sir Henry Barron, by junction with the North Kent Railway of the South-Eastern Railway. Section 19 of the said Act is as follows: "For the protection of Sir Henry Barron, Bart., his heirs and assigns (hereinafter referred to and as and included in the expression "the owner"), the following provisions shall, unless otherwise agreed between the company and the owner, have effect (that is to say): (i.) No part of the garden or curtilage of Well Hall shall be entered upon, taken, or used by the company; (ii.) no spoil banks shall be made by the company on any land forming part of the estate of the owner; (iii.) the company shall construct and maintain a station with all proper and sufficient works and accommodation and access to and from the estate of the owner, either on the boundary between the said estate and the adjoining estate of the Earl of St. Germans, or within 100 yards on either side of such boundary, but no part of the goods portion of the station shall be placed upon any part of the estate of the owner; (iv.) the company shall construct and maintain a station for both passengers and goods, with all

proper and sufficient works and accommodation and access to and from the estate of the owner at the point of juncture of the railway authorized by this Act, with railway No. 1 authorized by the Act of 1883, or as near thereto as the levels and other circumstances will permit; (v.) no more land forming part of the estate of the owner shall be entered upon, taken, or used by the company than absolutely required for the purposes of the railway by this Act authorized and the station, approaches, roads, and works connected therewith; (vi.) the owner may at any time hereafter make any roads, sewers, drains, and bridges across the railway by this Act authorized in addition to those to be constructed by the company, and such roads, sewers, drains and bridges shall be made in all respects to the reasonable satisfaction of the surveyor or engineer for the time being of the company." Under an Act of 1900 the South-Eastern Railway Co. took over the Bexley Heath Railway Co., which now formed part of the joint undertaking of the defendants. The defendants contended that the agreement of the 13th of October, 1900, was *ultrà vires*, by reason of section 19, sub-section 4, of the above-named Act, by which it would be unlawful to remove the existing Well Hall station and build a new one in lieu thereof somewhere else, though at the date of the agreement they had acted in good faith and in ignorance of the section. The action was entirely on a point of law, and the question of damages was not put in evidence on behalf of the plaintiff. The persons entitled to Sir H. Barron's estate had never waived their rights under the Act of 1897, and they insisted also upon the strict performance by the defendants of their duties under sub-section 4 of section 19.

FARWELL, J., after stating the facts of the case, said: On the face of it, the agreement is a perfectly possible and proper contract, but when the company came to look into it, they found an Act—a private Act—under which their predecessors had undertaken to maintain the station which they themselves had agreed to abolish and remove. [His lordship referred to the section of the Act set out above.] It is quite plain that sub-sections 1 and 2, the latter part of 3, and sub-sections 5 and 6 are obviously for the benefit of Sir Henry Barron alone. But it is said that sub-section 4 is not for the benefit of Sir Henry only, but for the public. I am of opinion, however, that upon the construction of the Act that is not so; the expression "unless otherwise agreed" seems to me to give him power to make a different agreement, and I can see no ground whatever for the suggestion that it is for the public alone, so as to stop Sir Henry or his successors from releasing the agreement. Different sorts of claims in railway cases have been considered. [His lordship referred to Lord Watson's remarks on p. 552 in *Davis* v. *Taff Vale Railway Co.* (44 W. R. 172; 1895, A. C. 542).] It is evident that if we want to prove that third parties are interested in such an agreement, it must be shewn somehow who those persons are and what are the benefits to which they are so entitled. Secondly, it was contended that, granting Sir Henry or his successors can agree with the company, if they choose, to waive the agreement, still, unless or until they have so agreed, they cannot do so, as it was *ultrà vires* for the defendants to enter into such a contract. I fail to see anything *ultrà vires* in the defendants agreeing that they would obtain the consent of a third person whose consent is necessary whether they in fact obtained it or not. [His lordship referred to Pollock, C.B.'s, remarks in *Savin* v. *Hoylake Railway Co.* (14 W. R. 109, L. R. 1 Ex. 9, on p. 11).] I think those remarks a sufficient authority, but I can see nothing *ultrà vires* in this. It might have appeared to the plaintiff when he entered into the contract that Sir Henry or his successors might have waived or released the agreement embodied in the private Act. And the defendants having entered into such an agreement would be liable to damages if they could not obtain the necessary consent of third parties. I am of opinion that the plaintiff is entitled to a declaration that it was within the powers of the defendants to make the agreement, and that they are liable in damages for breach.—COUNSEL, *Haldane*, K.C., and *H. Courthope-Munroe*; *Neville*, K.C., and *A. Adams*. SOLICITORS, *King, Adams, & Co.*; *John W. Watkins*.

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

Re **PARRY AND HORTON'S CONTRACT. PARRY AND OTHERS** *v.* **HORTON.** Swinfen Eady, J. 10th April.

CHARITY—SALE OF CHAPEL AND COTTAGES—CONSENT OF CHARITY COMMISSIONERS — ENDOWMENT — INCOME — VOLUNTARY CONTRIBUTIONS — CHARITABLE TRUSTS ACT, 1853 (16 & 17 VICT. c. 137) ss. 62, 66.

This was a summons under the Vendor and Purchaser Act, 1874, by a local society of the Welsh Calvinistic Methodist Connexion as vendors of real estate, asking for a declaration that the consent of the Charity Commissioners was not necessary to the sale, and that the requisitions and objections of the purchaser in respect of the vendors' title had been satisfactorily answered. On the 24th of November, 1902, the vendors, who are the trustees of a local society of the Welsh Calvinistic Methodist Connexion, contracted, through their agent Parry, to sell to the purchaser a certain plot of freehold land situate at Rhos-on-Sea, in the county of Denbigh, upon which were erected a chapel and two cottages. In his requisitions upon the vendors' title the purchaser raised the objection that the consent of the Charity Commissioners was necessary with regard to the sale of the cottages, under the provisions of the Charitable Trusts Acts, 1853 and 1894. An originating summons was accordingly issued by the vendors to determine the question. The land was purchased by the trustees of the local society in 1884, the purchase deed containing a declaration that the premises were to be held upon trust for the Welsh Calvinistic Methodist Connexion, subject to the provisions of the model deed by which the proceedings of the Connexion were regulated, and with power to sell, exchange, mortgage or demise the said premises or any part thereof, in accordance with the powers conferred upon the Connexion by the model deed. The purchase price of the land and the cost of erecting the chapel were defrayed partly out of loans obtained upon the personal security of certain members of the Connexion, and partly out of small voluntary donations and subscriptions. In 1898 two further loans of £300 each were obtained on similar security, and these sums, together with certain voluntary donations and subscriptions, were applied to defray the cost of erecting two cottages upon that portion of the land which was not required for the purposes of the chapel. It was hoped and expected that the debts so created would be paid off out of the voluntary subscriptions and contributions given by members of the community frequenting the chapel, and a part of the debts had in fact been so paid off, an aggregate of £600 remaining owing at the time of the sale. Section 62 of the Charitable Trusts Act, 1853, exempts (*inter alia*) from the operation of the Act and from the control of the Charity Commissioners any "society for religious or other charitable purposes . . . wholly maintained by voluntary contributions," also such portion of "any voluntary subscription which . . . may be set apart or appropriated and invested by the governing or managing body of the charity for the purpose of being held and applied or expended for or to some defined and specific object or purpose connected with such charity in pursuance of any rule or resolution made or adopted by the governing or managing body of such charity, or of any donation or bequest in aid of any fund so set apart or appropriated for any such object or purpose as aforesaid." And also any "donation or bequest unto or in trust for any charity maintained partly by voluntary contributions and partly by endowment, of which no special application or appropriation shall be directed or declared by the donor or testator, and which may legally be applied by the governing or managing body of such charity as income in aid of the voluntary subscriptions." By section 66 of the Act an endowment includes "all lands and real estate whatsoever, of any tenure and any charge thereon or interest therein, and all stocks, funds, moneys, securities, investments, and personal estate whatsoever which shall for the time being belong to or be held in trust for any charity, or for all or any of the objects or purposes thereof." It was admitted on behalf of the purchaser that the chapel and the land upon which it stood could be treated as income and sold without the consent of the Charity Commissioners. But it was contended that the cottages formed an endowment for the maintenance of the chapel, that being the intention of the subscribers who provided the funds to defray the expense of their erection. The charity was in fact a mixed one, being maintained partly by voluntary subscriptions and partly by endowment. The cottages forming an endowment as defined by section 66 of the Act of 1853, could not be sold without the consent of the Charity Commissioners. On behalf of the vendors it was contended that the charity was maintained wholly by voluntary contributions, and the cottages were therefore within the exemptions of section 62 of the Act of 1853, and *Re Charles Harding and the Trustees of the Welsh Methodist Connexion* (1905, L. T. Journal 548), a case on similar lines decided by Buckley, J., was cited in support of this contention.

SWINFEN EADY, J., gave judgment as follows: The land which was conveyed to the trustees of the local society in 1884 was purchased by voluntary subscriptions, and although the money was originally borrowed, the contributions which were made for the purpose of repaying it come within the exemptions of section 62 of the Charitable Trusts Act, 1853. The deed by which the land is conveyed contains a power of sale, the moneys arising from such sale to be held in trust for the Connexion and to be disposed of as the Connexion, or the county monthly meeting, should direct. Such moneys would therefore clearly be income, and the chapel which is built on part of the land comes under the exemptions of section 62. It would be curious if the land and chapel were income and the cottages not. In my opinion the cottages were built by means of subscriptions as to which no special directions were attached, and do not form a permanent endowment. I follow the case decided by Buckley, J., last month, and hold that the whole is applicable as income. The consent of the Charity Commissioners is therefore unnecessary to complete the vendors' title, and the purchaser's requisitions have been sufficiently answered.—COUNSEL, *Bryn Roberts* and *F. E. Fairer*; *Micklem*, K.C., and *E. P. Hewitt*. SOLICITORS, *Cunliffes & Davenport*, for *Porter, Amphlett, & Jones*, Colwyn Bay; *Sharpe, Parker, Pritchards, Barham, & Lawford*.

[Reported by E. WAVELL RIDGES, Esq., Barrister-at-Law.]

High Court of Justice.—King's Bench Division.

CARRINGTONS (LIM.) *v.* **VALERIE.** Buckley, J. (Sitting as a Judge of the King's Bench Division). 15th and 16th April.

MONEY-LENDER—HARSH AND UNCONSCIONABLE BARGAIN—EXCESSIVE RATE OF INTEREST—RISK—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. c. 51).

This was an action by a money-lender upon a promissory note. The defendant admitted his liability under the note but counterclaimed for relief under the Money-lenders Act, 1900, upon the following grounds, viz.: (1) that the risk run by the money-lender was a small one; (2) that the transaction involved the payment of interest on interest; (3) that the rate of interest was excessive; (4) that the default clause was harsh. The facts appear sufficiently from the judgment; the rate of interest worked out at 60 per cent. upon the original loan, and the effect of the transaction of the 5th of October was to raise the rate of interest upon the balance then remaining unpaid of the £125 originally borrowed to 120 per cent.

BUCKLEY, J.—The Act upon which I have to decide this case is a very difficult Act to apply. It is an Act under which the court is empowered to relieve a person from his contract if the court is satisfied that the interest charged in respect of the sum actually lent is excessive, and that the transaction is harsh and unconscionable. If I am so satisfied I can

reopen the transaction. As to what the expression "harsh and unconscionable" means, I have some guidance from what follows, because if I reopen the transaction I can relieve the person sued from payment of any sum in excess of the sum adjudged by me to be fairly due in respect of such principal, interest, and charges as, having regard to the risk and all the circumstances, I may adjudge to be reasonable; so that in determining whether the bargain was harsh and unconscionable I may look to see whether the amount was reasonable having regard to the risk and all the circumstances. In a court of equity a "harsh and unconscionable" bargain means one in which one party takes an unfair advantage of the other, as in a case where a party is so pressed as to be willing to accede to any terms. If I find the bargain to be of such a nature and find the rate charged excessive I can grant relief by altering the terms of the bargain to such as I may adjudge to be reasonable and fair, having regard to the risk and all the circumstances—a terrible burden to cast upon a judge. The transaction here was this: the borrower had in February, 1904, had transactions with the plaintiffs, with the result that on the 23rd of March, 1904, he had received advances which had all been subsequently duly repaid. Another transaction was entered into in August, and I must say against the defendant that on each occasion it was he who came to the money-lenders, and not they who came and offered to do business with him. He came again in August and obtained an advance of £125, giving a promissory note for £150. The loan was repayable by instalments, and the first instalment falling due on the 13th of September, he, by an oversight as now appears, did not pay it until the 23rd of September, and the money-lender accepted payment of the instalment on that date. That left £140 remaining out of the £150. On the 5th of October the defendant wanted to borrow further money, and again applied to the money-lender. Then this takes place. The money-lender treats the £140 out of the £150 secured by the promissory note as being a sum presently due and payable and takes a receipt in this form: "Received of Carringtons (Limited) the sum of two hundred pounds in banknotes, which, together with the balance of old loan (one hundred and fifty pounds), makes a total of three hundred and forty pounds. . . ." That was therefore proceeding on the footing that the £140 was then payable as on default; and the money-lender takes a promissory note for £500, repayable by five monthly payments of £50 each, the first of such payments to become due on the 5th of November, and the balance of £250 to become due on the 5th of April. That bargain was, I think, harsh and unconscionable. In thus treating the borrower as already owing £140, which was really only the balance of the £150 secured by the promissory note and repayable by instalments, the lender was taking advantage of the borrower's necessities and compelling him to make a harsh and unconscionable bargain, which, owing to his being in difficulties, he was compelled to enter into. There is another consideration—namely, the risk. It is true that the lender was giving no security; but he was dealing with a person of a certain social position as a medical man, who frankly told him his circumstances and future expectations, and gave him full particulars as to his practice. The money-lender was told frankly all the circumstances, and it was for him to consider whether he was likely to get his money back. It does not seem to me that there was any such risk as to justify an exorbitant rate of interest. I am going to say what I think, in the exercise of my discretion, having regard to the risk and all the circumstances, is fairly due in respect of principal and interest; I have nothing to guide me, and I confess I feel I am proceeding upon a simply arbitrary principle. I shall give the plaintiffs judgment for the balance of £115, which remains of the £125 advanced in August, and £200—that is, £315 in all—with interest at 20 per cent. from the dates when the £115 and £200 were received, with a right to set off the amount repaid, calculating 20 per cent. interest on the amount so repaid, and I direct an account on that footing and judgment for the amount so arrived at. The defendant must pay the costs, for the reason that he comes to ask the court for an indulgence; he comes to have substituted for what is the contract he actually made something that the court thinks may fairly be substituted for it; and he must therefore pay the costs.—Counsel, *A. R. W. Atkins; Rayner Goddard.* Solicitors, *White & Co.; Goddard, Stanton, & Hudson.*

[Reported by H. H. King, Esq., Barrister-at-Law.]

URBAN DISTRICT COUNCIL OF COWES AND THE URBAN DISTRICT COUNCIL OF WEST COWES *v.* THE SOUTHAMPTON, ISLE OF WIGHT, AND SOUTH OF ENGLAND ROYAL MAIL STEAM PACKET CO. (LIM.). Kennedy, J. 15th May.

Ferry—Demise by Crown of Ancient Ferry Rights Across a River—Extent of Such Rights—"Vill"—"District"—Rapid Development of Neighbourhood—New Service of Steamboats—New Class of Traffic—The Cowes Ferry Act, 1901 (1 Ed. 7, c. lxxviii.).

The plaintiffs claimed an injunction and damages in respect of an alleged wrongful interference by the defendants with their right of ancient ferry or passage across the River Medina between East and West Cowes in the Isle of Wight, which, by a lease dated the 13th of August, 1901, the Crown demised to them. The defendants denied the right as claimed by the plaintiffs, and denied that they had been guilty of any actionable interference with any right which the plaintiffs possessed. The defendants had acquired by purchase in 1867 the pontoon at East Cowes, and had run steamboats across to West Cowes and *vice versâ* since then, the course taken being nearly the same as that of the ancient ferry. The plaintiffs now contended that the defendants by running their boats between the two places caused a loss to them, and denied that the defendants carried a different traffic to that which they themselves served. The action was tried at the Winchester Assizes before Kennedy, J., who, after hearing further argument on questions of law on the 15th of March, reserved judgment.

Kennedy, J., in giving judgment, said the plaintiffs' title rested on an indenture of lease made under the authority of the Cowes Ferry Act, 1901, which was according to its title "An Act to empower the Urban District Councils of Cowes and East Cowes to take on lease the existing royal ferry across the River Medina between their respective districts, and to work and manage the same and for other purposes." Counsel for the plaintiff cited authority for the proposition that there might be a franchise of ferry from "vill to vill" as well as from highway to highway, and therefore the grant of "the royal ferry" in the Act of Parliament, and the words "an ancient ferry" in the first recital of the indenture of lease meant an exclusive right of this large extent. The wording of the lease was perfectly appropriate to the demise of such a ferry as there was evidence that it had always been in actual use, and therefore they had a monopoly of the right of ferry. In his lordship's opinion this was a contention that could not be supported. It was shewn that the alleged wrongful ferrying had a *terminus a quo* different to that of the ferry the monopoly of which had been granted by the Crown. He was inclined to think that the area on each side of the Medina was rather a district than a "vill" and that the Crown could not make a valid grant of a monopoly of ferriage throughout such a district. But even if the rights of ferry were limited, the plaintiffs said the defendants had been guilty of an unlawful disturbance of their rights by reason of the proximity of the new passage across the water to the ancient ferry. He thought that the plaintiffs failed on this point also. The evidence shewed that the character of the district had wholly changed within the last years, and that much of the traffic might be treated as new. The traffic from the development of the neighbourhood, and the inducements and facilities offered for excursions passing over the Medina by the defendants' steam launches, might fairly be so described, for the traffic on the ancient ferry was at the same time not diminishing but increasing. Judgment, therefore, would be for the defendants.—Counsel, *J. A. Foote*, K.C., *Clavell Salter*, K.C., and *J. A. Simon; C. A. Russell*, K.C., *Mackay*, and *S. H. Emanuel.* Solicitors, *Clarkson, Greenwells, & Co.*, for *Damant & Co.*, Cowes; *Sandford & Co.*

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

HOULDER BROTHERS (LIM.) *v.* ANDREW WEIR & CO. Channell, J. 10th May.

Ship—Demurrage—Lay Days.

Action brought on a special case stated in an arbitration for the settlement of the differences which had arisen in reference to the demurrage payable by the charterers under a charter of the ship *Comliebank*. The case stated that on the 9th of August, 1901, a charter-party was entered into between Andrew Weir & Co., the owners of *The Comliebank*, and Messrs. Houlder Brothers, by which the vessel was to load at Cardiff a cargo of coal and deliver the same at Port Elizabeth, Algoa Bay. The only question in dispute was as to the amount of demurrage. The charterers claimed that they had overpaid the owners and that they were entitled to receive back the amount of six or seven days' demurrage. By the charter-party the cargo was "to be received from alongside, according to the custom and law of the port, free of expense and risk to the ship, at so many tons per weather working day, Sundays and Mondays excepted, time to count twenty-four hours after arriving in Algoa Bay, and on the notification to charterer's agent that the vessel was ready to deliver, demurrage (if any) to be at 4d. per net register ton per running day." The vessel arrived at Algoa Bay on the 15th of November, 1901, and on the 16th the master gave notice that he was ready to discharge. The arbitrator found as a fact that the master was not ready to discharge, and that the ship was not ready till the 18th of November. The discharge was commenced on the 19th of November, within twenty-four hours after the receipt of a second notice. The arbitrator found that the lay days did not commence until twenty-four hours after the ship had not only arrived, but had been in fact ready to discharge, and had notified such readiness, and the 19th of November was the first lay day. The cargo consisted of 3,403 tons of coal, the whole of which, with the exception of three tons, could have been discharged in twenty-nine working days at the stipulated rate of 120 tons per working day; but as the charterers were not bound to discharge at any quicker rate, the arbitrator held that the charterers were entitled to thirty lay days exclusive of Sundays for the discharge of the cargo. He also held that if the master, as stated, made an agreement with the receivers of the cargo that the consignees should pay for the Sunday work, it was on his own authority as master. If all the weather working days except Sundays, from the 19th of November to the 23rd of December were to count as lay days, the thirty lays days to which he held the charterers were entitled expired on the 23rd of December, and he held that the vessel then came on demurrage. He also held that there had been no default of the owner and that the ship could not be discharged safely at Algoa Bay without taking in ballast, which she did. He therefore decided that the owners were entitled to twenty-four days demurrage which they had in hand, and were not entitled to any further demurrage. The questions for the opinion of the court were: (1) whether the 19th of December was the first lay day; (2) whether the charterers were entitled to twenty or thirty lay days for discharge; (3) whether certain Sundays were be reckoned as lay days; and (4) whether days when ballast was taken were to be reckoned lay days.

Channell, J., held that the arbitrator was right on all points and gave judgment accordingly affirming the award, but declined to make any order as to costs.—Counsel, *Hamilton*, K.C., and *D. C. Leek*, for the owners; *Pickford*, K.C., *Balloch*, and *F. O. Robinson*, for the charterers. Solicitors, *Templar, Downs, & Millar; T. Cooper & Sons.*

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

May 17.—Henry Corbett Jones.
May 17.—Arthur Tabor.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—April, 1905.

At the Examination for Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

First Class.

In the opinion of the committee the standard attained by the candidates does not justify the issue of any First Class list.

Second Class.

[In Alphabetical Order.]

Alfred William Fryzer, B.A. (Lond.), who served his clerkship with the late Mr. Samuel Horace Candler and Mr. Arthur Chisolm Moore, both of the firm of Messrs. Kingsford, Dorman, & Co., of London.

Frederick Herbert Hole, who served his clerkship with Mr. Henry Allen Armitage, of Gloucester; and Messrs. Crowder, Vizard, Oldham, & Co., of London.

Laurence Reddrop Lewis, who served his clerkship with Mr. Henry Gowland Rowley, of the firm of Messrs. Taylor, Rowley, Lewis, & Davis, of London.

Third Class.

[In Alphabetical Order.]

James Everidge, who served his clerkship with Messrs. Burton, Yeates, & Hart, of London.

Walter Stanley Currie Griffith, who served his clerkship with Mr. Francis Hare Clayton, of the firm of Messrs. Clayton, Sons, & Fargus, of London.

Sidney Ernest Redfern, LL.B. (Lond.), who served his clerkship with Mr. Edward John Stokes, of the firm of Messrs. Calkin & Stokes, of London.

Richard Sidney Rowse, who served his clerkship with Mr. George Washington Fox, of Kingston-on-Thames.

Henry Davey Turner, who served his clerkship with Mr. Henry Spawforth Holt, of London.

Alfred Ernest Woolnough, who served his clerkship with Mr. Charles Walter Woolnough, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prize of books:

To Mr. Hole—The John Mackrell—value about £12.

The Council have given class certificates in the Second and Third Classes.

Fifty-three candidates gave notice for the examination.

Calls to the Bar.

The following gentlemen were called to the bar on Wednesday:

Lincoln's-inn.—F. T. Barrington-Ward, B.A., Council of Legal Education special prize for criminal law evidence and procedure, special prize for constitutional law and legal history, studentship, honours certificate, Trinity term, 1904, joint holder of Barstow scholarship, Vinerian scholar at Oxford, formerly Tancred student in common law, Fellow of All Souls; Ramkrishna Gianchand Mungharamani, Downing Coll., Camb.; J. E. K. Hall, B.A., Trin. Coll., Oxford; S. R. Booth, B.A., Trin. Coll., Camb.; Stephen Walter, M.A., Ch. Ch., Oxford; W. W. Melville; R. A. Willes; J. R. M. Glencross, M.A., LL.B., Trin. Coll., Camb.

Inner Temple.—A. C. V. Prior, B.A., LL.B., Camb., certificate of honour, Hilary Term, 1905; B. G. Jenkins, H. S. Kroenig-Ryan, M.A., Camb.; A. S. Guest, B.A., Camb.; R. T. L. Parr, B.A., Oxon.; R. C. K. Ensor, B.A., Oxon.; S. L. Porter, B.A., Camb.; J. S. Mills, M.A., Camb.; C. G. Goschen, S. P. Grundy, B.A., Oxon.; W. H. Otter, B.A., Camb.; J. C. Spencer-Phillips, B.A., Oxon.; A. H. Liddle, A. L. Kelly, B.A., Oxon.; P. T. Marshall, B.A., Camb.; H. L. Ward, B.A., LL.B., Camb.; A. C. Gathorne-Hardy, B.A., Oxon.; Bidyutprokash Gangopadhzay (Gangoly), W. P. Groser, J. M. M. Dunlop, LL.D., Dublin; and J. C. N. Davidson, B.A., LL.D., Dublin.

Middle Temple.—A. M. Sprules, A. C. Smith, M.A., Oxon.; W. P. Michelin, Des Rej Sawhny, Trin. Coll. Camb.; Nirmal Chandra Sen, M.A., Calcutta Univ., gold medallist in history and Cobden medallist in political economy, M.R.A.S. of Great Britain; F. A. Mosseley, B.A., Oxon.; H. G. L. Davidson, M.A., Trin. Hall, Camb.; A. G. Greenwood, G. Alexander, B.A., Oxon; W. E. Cameron, M.A., LL.B., Glasgow, J. P. Lalor, S. L. H. Bucknor, A. Porter, and G. D. Leechman.

Gray's-inn.—Earl Russell, G. J. M. Wolmarans, J. C. Vaughan, E. L. Benson, A. W. Goodman, and W. H. Terry.

Mr. Justice Channell and Mr. Justice Phillimore have fixed the commission days for the second part of the summer assizes on the North and South Wales Circuit as follows: Chester, Monday, July 17; Swansea, Monday, July 24.

Legal News.

Dissolution.

Charles Edward Salmon, Henry James Salmon, and Claud Garrett Salmon, solicitors (Salmon & Sons), Bury St. Edmunds. May 1. The practice will from henceforth be carried on by the said Charles Edward Salmon and Claud Garrett Salmon, under the style or firm of Salmon & Son. [*Gazette*, May 12.

General.

Earl Russell was called to the bar at Gray's-inn on Wednesday last.

It is announced that Mr. Justice Warrington will be the Whitsun Vacation Judge.

The Coroners' Society of England and Wales is invited to consider a proposal that his Majesty's coroners should, "whenever suitable and convenient, wear robes when presiding at inquests."

It is announced that Mr. Henry Johnston, K.C., Sheriff of Forfarshire, has been appointed one of the Senators of His Majesty's College of Justice in Scotland, in the room of Lord Young, resigned.

There are no fewer than five Divorce Bills on the House of Lords papers at present. Presumably, says the *Evening Standard*, they are promoted by Irishmen, who have to get a Bill passed before they can marry again.

Forgery has, says the *Evening Standard*, ceased to be a crime in Indiana, owing to the omission of its definition from the new criminal code adopted by the Legislative Assembly. The omission will affect persons now under indictment for the crime.

Lord Halsbury's influence is, says the *Globe*, writ large on the county court bench. Of the fifty-five judges who administer justice in the "poor man's courts" no fewer than thirty-seven have been appointed during his long tenure of the Woolsack.

Mr. Justice Channell has fixed the following commission days for the first part of the summer assizes on the South Wales Circuit: Haverfordwest, Wednesday, May 24; Lampeter, Saturday, May 27; Carmarthen, Tuesday, May 30; Brecon, Saturday, June 3; Presteign, Wednesday, June 7.

The Judicial Committee of the Privy Council resumed their sittings on the 11th inst. after the Easter vacation. There are, says the *Times*, twelve appeals set down for hearing—viz., from Oudh, three; Victoria, two; and from Madras, Kathiawar, Mysore, Transvaal, New Zealand, Natal, and Straits Settlement, one each. There are also eleven judgments to be delivered in appeals argued before the vacation.

The mutilated body of Mr. G. Berkeley Hill, solicitor, of Bedford, practising at Chancery-lane, was, says the *Daily Mail*, found on the Midland Railway near St. Albans station late on Monday night. Mr. Hill left Bedford at eight o'clock in order to meet his brother-in-law and sister at a reception at the Hotel Cecil. He was due there at nine o'clock, but did not put in an appearance. How he came to be on the metals is a mystery.

The Prince of Wales, who is a bencher of Lincoln's-inn, dined in the hall there on Wednesday last, on the Grand Day of Easter Term. The guests invited by the treasurer (the Lord Chief Justice) and the benchers included Lord Allerton, Sir Richard Fowell, Mr. Justice Bargreave Deane, Commander Sir Charles Cust (Equerry to the Prince of Wales), Sir John Woolfe-Barry, Sir Richard Solomon, K.C., Sir F. Bridge, Sir Charles Holroyd, the Dean of Canterbury, and others.

The recorded sayings of judicial wits, says the *Daily Telegraph*, not infrequently disappoint the reader. The evil that they do lives after them, the good, presumably, is interred with their bones. Lord Young—happily still with us—has been much quoted in the newspapers during the past week, but nobody has revived the anecdote of the colleague who complained to him that a sick friend had been lying in his (the colleague's) house for several weeks and shewed no inclination to leave. "Tell him," said Lord Young, "to take up his bed and walk."

An Ealing gentleman who should have appeared before Judge Shortt, K.C., at Brentford, to defend an action brought for goods sold and delivered, was, says the *Evening Standard*, described by his Honour as a man who appeared to be compiling a work which he might call "Homilies on Illegalities." The gentleman had written a number of letters, one of which was addressed to "The Judge who prefers to hear perjury to truth, County Court, Brentford." His Honour laughingly added that this communication he should keep as an interesting curiosity.

In the course of a recent case in the Divorce Division Mr. Justice Bargrave Deane said: I have received the most specific instructions from the Lord Chancellor to grant no decree in a suit unless the English domicil of the parties is clearly established. In a case which came into this court some years ago, it appeared after a decree had be granted that the parties had an Irish domicil and were not within the jurisdiction of this court. They have both married again, and there have been children, and now it has been found necessary to have a special English Act of Parliament passed to put things right. *Vide* Malone's Divorce (Validation) Bill.

In reply to a question by Mr. J. H. Whitley, M.P., as to what were the four cases in which increased fees above the ordinary professional scales were sanctioned for payment to the law officers, and what amount was

paid in each case, Mr. Victor Cavendish has supplied the annexed particulars: Attorney-General—Venezuelan Claims Arbitration: In all, 1,050 guineas for preparing case and two counter cases, and for brief refresher, 50 guineas a day; British Guiana Arbitration: Preparing written argument, 500 guineas. Solicitor-General—*Rex* v. *Osborn and Others*, 200 guineas, refresher, 30 guineas a day; *Rex* v. *Hooley and Lawson*, 250 guineas, refresher, 30 guineas a day.

At the dinner of the Law and City Courts Committee of the Corporation, on the 11th inst., Mr. Joseph Addison proposed "The Lord Mayor and the Corporation." The Lord Mayor, in responding to the toast, said that it was a cause of gratification to all connected with that body to observe the usefulness and popularity of the Mayor's Court and of the City of London Court, where justice was administered fairly, fearlessly, and without those delays which so often arose in other tribunals. In reply to the toast of "The Bench and Bar," the Lord Chief Justice said that the existence of a fearless and independent judicial body was essential to the welfare of every civilized community. He and the other judges of the King's Bench Division had a special connection with the City Corporation. At the Old Bailey they had the pleasure of coming into contact with the aldermen and sheriffs of the day, who were really the presiding judges of that court. He rejoiced to think that before many months—certainly before many years—they would meet at the Old Bailey in a new temple of Justice.

EQUITY AND LAW LIFE ASSURANCE.—Mr. C. Russell, in presiding at the meeting of the Equity and Law Life Assurance Society, held on 15th inst. at the offices in Lincoln's-inn-fields, said that during the past five years the business had increased by £1,291,000, the insurances for 1900 being £9,440,000, and the amount for 1905 being, roughly, £10,000,000. The cost of transacting the business of the five years was 10·75 per cent., which he could claim to be a very moderate figure. The funds of the society had increased by £512,000, and they had written down their Stock Exchange securities by £109,500, and their funds now stood at £4,119,600. That writing down had been unfortunate, but it could not be helped. The surplus to be divided was £380,356, and they proposed to pay, roughly, £40,700 to the shareholders and £339,000 to the policy-holders. That would give the proprietors a dividend of £1 2s. 6d. per share, a reduction of 1s. 6d. per share, but that was due entirely to the unfortunate depreciation which they had had to face.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, May 22	Mr. R. Leach	Mr. Beal	Mr. Pemberton	Mr. Greswell
Tuesday 23	Godfrey	Carrington	Jackson	Church
Wednesday 24	Carrington	Beal	Pemberton	Greswell
Thursday 25	Beal	Carrington	Jackson	Church
Friday 26	Jackson	Beal	Pemberton	Greswell
Saturday 27	Pemberton	Carrington	Jackson	Church

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, May 22	Mr. Godfrey	Mr. W. Leach	Mr. Farmer	Mr. King
Tuesday 23	R. Leach	Theed	King	Farmer
Wednesday 24	Godfrey	W. Leach	Farmer	Church
Thursday 25	R. Leach	Theed	King	Greswell
Friday 26	Godfrey	W. Leach	Farmer	Theed
Saturday 27	R. Leach	Theed	King	W. Leach

The Property Mart.

Sales of the Ensuing Week.

May 23.—Messrs. BEARD & SON, at the Mart, at 2, in 40 Lots: Freehold and Leasehold Residences and other Property, mostly let, and of the value of £2,209 10s. per annum. Solicitors, Messrs. Welman & Sons and Messrs. G. & M. Goodman, London. (See advertisement, May 13, p. iv.)

May 23.—Messrs. DAVID BURNETT & Co., at the Mart, at 2: The Life Interest of a gentleman born June 17, 1860, in the sum of £3,000 represented by £2,860 Canadian Pacific Railway Four per Cent. Preference Stock. Solicitors, Messrs. Bird & Eldridge, London. (See advertisement, this week, p. iv.)

May 24.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2, in Lots, by Order of the Directors of the London United Tramways (Limited): Salvage Lands (First Portion): Freeholds at Twickenham and Hammersmith, and Leasehold Building Estate at Fulwell. Solicitors, Messrs Stanley, Wasbrough, Doggett, & Baker, London. (See advertisement, May 13, p. iii.)

Result of Sales.

Messrs. H. E. FOSTER & CRANFIELD sold in Three Lots, at the Mart, E.C., on Wednesday last, Freehold Ground-rents, amounting to £37 per annum, secured upon eight houses, situate in Hornsey-road, with reversion to the rack-rents estimated at £300 i.a. about 48 years, for £960.

REVERSIONS AND LIFE POLICIES.

The same firm also held their usual Fortnightly Sale (No. 787) of the above Interests at the Mart, E.C., on Thursday last, when the following Lots were sold, the total realised being over £6,000:

		£
REVERSIONS:		
Absolute to One-half of £6,208; life 59	Sold	1,610
Absolute to One-half of £7,224; various lives	"	1,440
Absolute to One-fifth of £4,497; life 80	"	600
Absolute to £1,250; lives 57 and 53	"	400
To One-eighth of £3,280; lives 78 and 27	"	275
LIFE POLICIES:		
For £1,000; life 73	"	1,220
For £1,000; life 62	"	290
For £750; life 53	"	285

Winding-up Notices.

London Gazette.—FRIDAY, May 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACETYLENE DRY GENERATION AND RESIDUES, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, with particulars of their debts or claims, to James George Saunders, 243, Wightman rd, Hornsey

B E COPE & Co, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their debts or claims, to Albert Cripwell, 12, Cherry st, Birmingham. Shakespeare & Co, Birmingham, solors

BRITISH EXPLORATION SYNDICATE, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to George Thomson, 65, London wall

BURBANKS BIRTHDAY GIFT GOLD MINES, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to Herbert Charles Hadfield, 20, Copthall ct. Vallance & Co, George yard, Lombard st, solors for liquidator

CASSWELL, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 26, to send their names and addresses, and the particulars of their debts or claims, to Maurice Jenks, 6, Old Jewry

MITCHELL'S LIBRARY, LIMITED—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to Sydney Lee and James Meering Johnson, 33, Old Bond st. Boxall & Boxall, Chancery ln, solors for liquidators

WALSINGHAM CLUB, LIMITED—Petn for winding up, presented May 9, directed to be heard May 23. Smith & Hudson, Mincing ln, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 22

ZEPH M BROWN & Co, LIMITED—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts and claims, to John James Bedney Arter, Norwich Union chmbrs, Birmingham. Unett & Co, Birmingham, solors for liquidator

London Gazette.—TUESDAY, May 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HOLYHEAD PUBLIC COFFEE HOUSE CO, LIMITED—Creditors are required, on or before May 27, to send in their names and addresses, with particulars of their debts and claims, to Owen Owens, Argus House, Holyhead

HORREX, LIMITED—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Samuel Vesey Tiddy, 5, Coleman st

LEE BARBERS LOWESTOFT OIL MILLS, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts and claims to Henry Ernest Crawley, 9, Alexander sq. Ellen & Holt, Lowestoft, solors for liquidaror

LIVERPOOL AND SOUTH-WEST LANCASHIRE CRICKET GROUND CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Danson Cunningham, care of Gibbons & Arkle, 13, Union ct, Castle st, Liverpool, solors

T W APPLEYARD & SONS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to William Crosland, 43, Albion st, Leeds. Nelson & Co, Leeds, solors for liquidator

W A HIGGS & Co, LIMITED—Petn for winding up, presented May 11, directed to be heard May 30. Timbrell & Deighton, King William st, London Bridge, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 29

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 5.

PERCIVAL, SAMUEL, Newton by Middlewich, Chester, Cattle Dealer June 21 Percival v Henshall, Farwell, J Bygott, Sandbach

PERCIVAL, DAVID SALT, Middlewich, Chester June 21 Percival v Henshall, Farwell, J Bygott, Sandbach

London Gazette.—TUESDAY, May 9.

BAGGS, EDMUND, Bedfont, Builder June 10 Jas Montgomrey, Sons, & Co v Baggs, Kekewich and Joyce, JJ White, Leadenhall st

BATES, JOHN GARFIT, Staveley, Derby, Licensed Victualler, Brush Manufacturer, Hardware Merchant, and Posting Proprietor June 7 Carline v Bates, Farwell, J Smith, Mansfield, Notts

CHESNEY, PETER KERR, Bradford, York, Chartered Accountant June 7 Chesney v Chesney, Farwell, J Gordon, Serjeant's inn, Fleet st

London Gazette.—TUESDAY, May 16.

DIGBY, GEORGE BEVERLEY WYATT, Coleman st, Solicitor June 13 Macmeikan v Felgate, Warrington, J Levianaky, Queen st, Cheapside

MERCER, JAMES, Ashford, Kent, Brick and Tile Maker June 15 Mercer v Mercer, Farwell, J Langham, New ct, Lincoln's inn

PADWICK, FREDERICK, Buckingham rd, Brighton June 14 Padwick v Barton, Buckley, J Baines, Brighton

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 9

BARLOW, EMILY MARY, Hereford rd, Bayswater June 3 Welman & Sons, Westbourne grove, Bayswater

BLACKWOOD, ELIZABETH, Sunderland June 6 Halcro & Raine, Sunderland

BROOKSBANK, JANE MARIA, Newlands park, Sydenham June 21 Robinson & Stannard, Eastcheap

BRYANT, ELIZABETH MARIA, Hele, Ilfracombe June 13 Wansbrough & Co, Bristol

CASEY, THEODORE BUEL, Boston, Massachusetts, USA July 1 Broad, Gt Winchester st

CHRISTIE, JESSIE, Little Heath, Old Charlton June 24 Thomas, Woolwich

COLES, EMMA CAROLINE, Parolles rd, Upper Holloway June 11 Dunn & Wilson, Basinghall st

COX, HARRIET SOPHIA, Hotel Great Central, Marylebone June 20 Clapham & Co, Devonshire sq

DANIELL, ANNA PHŒBE, Colchester June 1 Page, Colchester

DUTFIELD, JAMES POUND, Handsworth May 22 Seymour & Co, Birmingham

ENGLISH, WILLIAM RIPLEY, Belford, Northumberland June 3 Bainbridge, Newcastle on Tyne

EXLEY, WILLIAM HENRY, Bryn Merllyn, Bagillt, Flint June 1 Cope & Co, Holywell

FAGG, WILLIAM, Milton next Sittingbourne, Licensed Victualler June 1 Dixon, jun, Sittingbourne, Kent

FIRTH, MARY JANE, Armley, Leeds Denison, Leeds

FOX, JOHN HENRY, Cambridge st, Ecclestone sq June 24 Street & Co, Lincoln's inn fields

GEORGE, JOSEPH, Dover June 20 Mowll & Mowll, Dover

GRANT, JOHN, Mosbrough, Eckington, Derby, Builder June 1 Hall, Eckington

GREEN, MINNIE, Witney, Oxford May 24 Walsh, Oxford

GREEN, THOMAS JOHN, Kendal, Wheelwright June 21 Watson & Chorley, Kendal

HANSON, JOSEPH, Lockwood, Huddersfield June 3 Sykes, Huddersfield

HARRIS, REBECCA, Ealing June 3 Welman & Sons, Westbourne grove, Bayswater

HARRISON, ANNE MATILDA, Shardeloes rd, New Cross June 9 Watkins & Maltby, Basinghall st

JACKSON, JANE, Mossley Hill, Liverpool June 13 Leach, Liverpool

LOYND, ELLEN, Blackburn June 5 Read & Eastwood, Blackburn

MARGERISON, MARY, Whittingham, Lancs June 10 Shuttleworth & Dallas, Preston

MASON, JOHN RICHARD, St James sq, Notting hill June 1 Moore & Tibbits, Warwick

MILLER, EMILY LITHERLAND, Higher Broughton, Salford, Milliner June 5 Field & Cunningham, Manchester

MURCH, ALEXANDER CROOK, Worlington, Devon, Farmer June 5 Rowland & Hutchinson, Croydon

NORTON, Right Hon CHARLES BOWYER Baron, Norton in the Moors, Staffs June 19 Paines & Co, St Helen's pl

RUSHTON, WILLIAM, North End, Portsmouth June 1 Sherwin, Portsmouth

SMITH, MARIA, Birmingham June 30 Turner & Hadfield, Birmingham

SPURGEON, THOMAS HARRISON, High rd, South Tottenham, Printer June 30 Spurgeon, Bedford row

SYMS, PHŒBE, Chatham May 26 Hayward & Co, Rochester

TENNANT, the Hon Sir DAVID, Hyde Park gate, KCMG June 19 Baileys & Co, Berners st

TIMS, ELLEN CATHERINE, Kingswear, Devon June 10 Scadding & Bodkin, Gordon st, Gordon sq

TOMMS, JOHN, Sutton Coldfield, Warwick, Labourer June 12 Restall, Erdington

TURLE, JAMES, Woodside av, North Finchley, Doctor June 15 Roberts, Bishopsgate st Without

WALLIS, JANE, Leicester June 10 Stevenson & Son, Leicester

WARE, Rev HENRY RYDER, Guildford June 17 Perkins, Guildford

WOODS, HENRY BENNETT, West Bath June 19 Tucker, Bath

WRIGHT, AUGUSTA SOPHIA, Grays, Essex June 6 Green, Grays

London Gazette.—FRIDAY, May 12.

ABELL, CATHERINE JANE, Haddenham, Bucks June 30 Dennis & Faulkner, Northampton

ANDERSON, MARGARET, Cleadon Park, nr Sunderland June 17 Moore & Armstrongs, South Shields

ATWOOD, CAROLINE, Crondace rd, Fulham June 12 Yeilding & Co, Vincent sq, Westminster

BALL, SARAH ANN, Linthorpe, Middlesbrough, Grocer May 25 Punch & Robson, Middlesbrough

BARLOW, ANDREW, Shirley, Southampton Aug 8 Stanton & Co, Southampton

BERNIN, CAROLINE, Huddersfield June 10 Fisher & Co, Huddersfield

BOWES, ISABELLA, Grasse, Alpes Maritimes, France June 30 Hanbury & Co, Eldon st

BRADSHAW, ELIZABETH, Southport, Lancs June 13 Threlfall, Southport

BRAITHWAITE, WILLIAM, Stathern Lodge, Leicester, Farmer July 31 Freeth & Co Nottingham

BURTON, JOSEPH, Llandudno, Chemist June 12 Chamberlain & Johnson, Llandudno

CHARLTON, WILLIAM, Ashton under Lyne, Lancs June 10 Hamer, Ashton under Lyne

CHINNERY, WALTER MORESBY, Cobham June 15 Renshaw & Co, Suffolk ln

CRANKSHAW, WILLIAM, Birkdale, Lancs, Hotel Proprietor June 17 Threlfall, Southport

CROZIER, FRANCIS HENRY, Lymington, Southampton June 10 Dimond & Son, Welbeck st, Cavendish sq

CUTHBERT, CONSTANCE CHALDECOTT, St John's Wood rd June 9 Sharp & Brain, Southampton

DAVIS, JOHN STEPHEN, Dorset rd, Clapham rd June 10 Carter, Queen Victoria st

DE CASTRO, ELIZA, Brighton June 24 Blakeway, Nuneaton

DE VRIES, EMMA RINGLER, Middlesbrough May 25 Punch & Robson, Middlesbrough

ELLIOT, Sir GEORGE, Rackheath Park, nr Norwich June 12 Ellis & Ellis, Delahay st Westminster

ELLIS, ELIZABETH MARIA, Bournemouth June 10 Rawlins & Rawlins, Bournemouth

EMERSON, WILLIAM, Radcliffe, Lancs June 20 Grundy & Co, Manchester

ENSOM, MARY ANN, Southgate June 24 Howard & Shelton, Moorgate st

FISHER, WILLIAM HUNTON, Harrogate June 30 Turnbull & Tilly, West Hartlepool

FLETCHER, JOHN, Ashton under Lyne, Lancs, Cotton Spinner June 24 Bromley & Hyde, Ashton under Lyne

FRASER, ELEANOR CAROLINE MATHEWS, Hove, Sussex June 30 Wright & Co, Lincoln's inn fields

FROGLEY, SARAH EGGAR, Bentley, Hants June 15 Kempson, Farnham

FURNISS, TOM, Sheffield, Fettler June 5 Machen, Sheffield

GEORGE, ANNE, Gt Comberton, Worcester June 15 Hudson, Pershore

GRAHAME, THOMAS JAMES, Berwick on Tweed June 6 Sanderson & Weatherhead, Berwick on Tweed

GREENHOW, ANNE, Chapel Allerton, Leeds June 24 Nelson & Co, Leeds

HALE, JAMES, Cbase Town, Staffs, Miner May 18 Smith & Sons, Walsall

HAWORTH, Rev WILLIAM, York June 15 Leeman & Co, York

HENDERSON, FRANCES, Kew June 14 Burgess & Co, New sq, Lincoln's inn

HUMPHRY, ANNE, Handley rd, South Hackney June 30 Syrett, Finsbury pvmt

IREDELL, LAURA, Sinclair gdns, Kensington June 12 Pedley & Co, Bush ln

JAMESON, ANN, Sunderland June 12 J G & T Marshall, Sunderland

JONES, ELIZABETH, Alexander rd, Holloway May 25 Dutton, Tachbrook st, Pimlico

KEARLEY, FREDERICK CHARLES, Plymouth, Dentist June 20 Pakeman & Read, Ironmonger ln

LEONARD, GEORGE, Cardiff June 14 Cousins & Co, Cardiff

LOCK, ELIZA, Sunningdale gdns, Kensington June 20 Freeman & Son, Foster ln, Cheapside

LORD, EDMUND, Brighton June 15 Lithgow, Wimpole House, Wimpole st

MELLERSH, SARAH ANN, Hambledon, nr Godalming June 10 Mellersh, Godalming

MELVILLE, SAMUEL, Gosport, Hants, Licensed Victualler June 17 Hobbs & Brutton, Portsmouth

OSBORNE, SAMUEL, Quarndon, Derby, Farmer July 8 Sa'e & Co, Derby

PARTINGTON, JOSEPH, Higher Broadfield Farm, Heywood, Lancs, Farmer May 31 Banks & Co, Heywood, Lancs

PEEK, MATILDA, Stoke, Devonport June 30 Gard, Devonport

PICKFORD, SARAH PAULDEN, Beverley, Yorks June 10 Bainton, Beverley

PHILLIPS, MARGARET, Bath June 13 Lyne & Co, Newport, Mon

PHILLIPS, WILLIAM WILLIAMS, Bath June 13 Lyne & Co, Newport, Mon

PRESTON, ALFRED, Elsworthy rd, Hampstead June 13 Westbury & Co, Old Broad st

RASTRICK, GEORGE, Woking, Surrey June 23 Newton & Co, Moorgate st

ROGERS, JOSEPH, Newmarket, Solicitor June 8 Rogers & Russell, Newmarket

ROODHOUSE, JOSEPH, Manchester, Linen Merchant June 10 Hewitt & Son, Manchester

RUDKIN, MARIANNE, Henley on Thames June 12 Skelton, Lincoln's inn fields

SARGENT, JANE, Southport, Lancs June 12 Brown & Co, Southport

SHRIGLEY, ROBERT TOWNSON, Langride, nr Preston June 15 Plunkett & Leader, St Paul's churchyard

SILVER, STEPHEN WILLIAM, Letcombe Manor, nr Wantage, Berks June 24 Wilde & Co College hill

SMITH, CHARLOTTE, Southamp'on June 9 Sharp & Brain, Southampton

STOKES, CHARLES, Boscombe, Hants June 30 Chandler, New ct, Lincoln's inn

STRAUS, JOSEPHINE, Porchester gate, Bayswater May 25 Bartlett, New sq, Lincoln's inn

THOMPSON, MARY ANN, Norton Within, Sheffield June 5 Vickers & Co, Sheffield

TREW, AUGUSTUS, Gurnard, I of W, Commission Agent June 21 Bailey, jun, Newport, I of W

TROOSTWYK, SOLOMON, Aberdare gdns, West Hampstead June 9 Driver, Warwick ct, Gray's inn

TUNSTALL, JOHN, Woodberry Down, Stoke Newington July 1 Pilley & Mitchell, Bedford row

WADE, GEORGE HERBERT, Linden gdns, Chiswick May 25 Bartlett, New sq, Lincoln's inn

WAILES, ANNE, West Rounton, Yorks June 13 Waistell, Northallerton

WALTERS, MARY, Neath, Glam June 12 Rees, Swansea

WHITE, JOHN, Keymer, Sussex, Miller May 31 Maynard, Burgess Hill

WILDER, JOSEPH RUSSELL, Towcester, Northampton June 15 Worthington & Co, Nicholas ln, Lombard st

WILLIAMS, AUBREY, Cleethorpes, Master Mariner June 30 Pickering, Hull

WILSON, JAMES, Preston, Storekeeper June 1 Oakey, Preston

WILSON, JOHN CHARLES, Oxford, DCL June 10 Dimond & Son, Welbeck st, Cavendish sq

WILSON, ROBERT HENRY, Long Benton, Northumberland, Licensed Victualler June 15 Mather & Dickinson, Newcastle on Tyne

WOOD, JOHN, Blackpool, Licensed Victualler May 31 Butcher, Blackpool

WOOLNOUGH, WALTER GEORGE THURSTON, Ipswich, Licensed Victualler June 1 Marshall Ipswich

WRIGHT, JAMES, Ridinghouse st, Portland pl June 5 Wood & Sons, Eastcheap

London Gazette.—TUESDAY, May 16.

AGAR, SAMUEL HOLLINGSWORTH, Henley in Arden, Warwick, Doctor June 30 Pinsent & Co, Birmingham

ANDERTON, THOMAS, Birkdale, Lancs July 3 Smith, Southport

ANTONINI, FRANCIS EMANUEL, Bexhill on Sea June 17 Bone & Heppell, Fredericks pl, Old Jewry

BUTLER, CATHERINE TWISDEN, Hawkhurst, Kent June 15 Bell & Co, Queen Victoria st

BASHAM, A A A, Folkestone, Builder June 12 Hall, Folkestone

BOSSEY, ANN, Chalfont St Peter, Buckingham June 30 Wills, Uxbridge

BROOKE, WILLIAM, Rotherham, Yorks July 1 Marsh & Son, Rotherham

CHAPMAN, ISABELLA, Sunderland June 20 Storey & Son, Sunderland

CHRISTIAN, FANNY EMILY, Onslow sq, South Kensington June 24 Fisher & Fisher, Old Queen st

CLIFFORD-CULLWICK, Rev BENJAMIN, Blagdon, nr Bristol June 15 Carpenter, Durham

CLINK, THOMAS, Gainsborough rd, Bow May 31 Clink, Harlesden

EDWARDS, WILLIAM RICHMOND, Llanfairwaterdine, Salop May 31 Green & Nixson, Presteign, Radnor

ELIN, ANNE, Chesham pl June 15 Bischoff & Co, Gt Winchester st

FORD, JOHN CURRY, Downend, Glos June 24 Wansbrough & Co, Bristol

GARLICK, ELI HOLDEN, Churchtown, Southport June 30 Irons, Sheffield

HAIG, HENRY ALEXANDER, Kensington Park gdns June 30 King & Co, Queen Victoria st

HARRISON, ANN HILTON, Fairfield, nr Manchester June 30 Judson, Manchester

HENDERSON, MARY, Cheltenham June 30 Ticehursts & Co, Cheltenham

HOWSON, ANNIE, West Green rd, South Tottenham June 12 Pumfrey & Son, Paternoster row
HUBBART, PETER, Barrow in Furness, Stonemason June 17 Barrow, Barrow in Furness
JOLLY, MARY, Acomb, York June 1 Cundall, York
KERRY, JAMES MITCHELL, Plymouth June 6 Lamport & Co, Newport, IW
LAW, THOMAS CHARLES, Padiham, Lancaster, Physician June 1 Creeke & Son, Bernley
MEAD, JAMES, Falmouth June 24 Jenkins, Penryn, Cornwall
MITCHELL, HANNAH, Bath July 1 Sutcliffes, Hebden Bridge
MORGAN, WILLIAM, Cymmer, Rhondda, Glam, Labourer June 17 Waldron & Sons, Cardiff
NORTON, ALFRED JAMES, Blackpool, Chemist June 15 Nash, Swansea
PATTRICK, CHARLES, Holland pk av July 3 Mannings, Gresham House
POTTERTON, SARAH ANN, Leicester June 17 Cooper, Leicester
PRITCHARD, GEORGE, Walsall, Tailor June 30 Bill, Walsall
ROWLETT, GEORGE, Shefford, Beds, Farmer June 20 Halliley & Morrison, Bedford
RUDDOCK, CATHERINE, Gosforth, Northumberland June 14 Francis & Co, Gateshead on Tyne
SCHOLFIELD, MARGARET, Burnley June 1 Creeke & Son, Burnley
SHEARD, JAMES, Batley, Yorks, Tobacconist June 20 Brearley, Batley
STOCKHILL, ELLEN, Malton, Yorks June 24 Pearson & Co, Malton, Yorks
STRINGER, MARTHA KIRK, Macclesfield June 9 Lycett & Jepson, Manchester
STURMAN, HENRY, Blackheath, Staffs, Fruiterer May 20 Cooksey, Old Hill, Staffs
THOMPSON, EMMA ANN, Cornwall ter, Regent's Park June 15 Hunter & Haynes, New sq
THOMSON, FREDERICK SAMUEL, Stoneycroft, Liverpool, Solicitor June 9 Brandreth, Liverpool
VINCENT, FREDERICK, Leeds, Theatrical Manager June 24 Engel, Parson's Green ln, Fulham
VINE, WILLIAM, Willingdon, Sussex, Butcher June 17 Hillman & Burt, Eastbourne
WALKER, JANE ELIZABETH, Bath June 12 Freeman, Abingdon st, Westminster
WEDGE, ELIZABETH, Leamore, Walsall June 24 J N & E A Cotterell, Walsall
WARK, JOHN, Kenley, Surrey June 24 Morten & Co, Newgate st
WHITEHEAD, JOHN ROBERT, Dobcross in Saddleworth, Yorks, Plasterer May 30 Tanner Oldham

Bankruptcy Notices.

London Gazette.—FRIDAY, May 12.

RECEIVING ORDERS.

BARTLE, REGINALD WILLIAM, Far Cotton, Northampton, Professor of Music Northampton Pet May 9 Ord May 9
CARPENTER, PERCY, Whitworth rd, South Norwood, Commission Agent Croydon Pet May 10 Ord May 10
CASE, MATTHEW, Quarrington Hill, Durham, Grocer Durham Pet May 8 Ord May 8
CONAN, JAMES ALEXANDER, Castle ct, Cornhill, Bookmaker High Court Pet March 9 Ord May 8
DABORN, GEORGE PHAREZ, Swaffham, Norfolk, Tailor King's Lynn Pet May 8 Ord May 8
DAVIES, ARTHUR, Birkenhead, Cheshire, Auctioneer Birkenhead Pet May 10 Ord May 10
DAVIES, DAVID, Swan ln, Rotherhithe, Dairyman High Court Pet May 8 Ord May 8
DAVIS, ARTHUR, Llandudno, Coal Merchant Bangor Pet May 8 Ord May 8
DAY, JOHN WILLIAM, Meir, Staffs, Engine Fireman Stoke upon Trent Pet May 10 Ord May 10
EDEN, SARAH, and AGNES THOMPSON, Shefford, Beds, Confectioners Bedford Pet May 8 Ord May 8
EVERITT, JOHN WILLIAM, Gt Grimsby, Tobacconist Gt Grimsby Pet May 8 Ord May 8
HALL, WILLIAM, Smethwick, Staffs, Baker West Bromwich Pet April 20 Ord May 10
HAWLEY, ALEXANDER, Walsall Walsall Pet May 5 Ord May 5
HEMMELEY, ARTHUR WILLIAM, Small Heath, Warwick, Builder Birmingham Pet May 9 Ord May 9
LEVY, HARRIS, Leeds, Slipper Manufacturer Leeds Pet May 8 Ord May 8
LEWIS, WILLIAM, Gt Winchester st, Accountant High Court Pet March 24 Ord May 6
LUDLOW, WILLIAM, Worcester, Grocer Worcester Pet May 9 Ord May 9
MARKS, THOMAS JOHN, West Hartlepool, Labourer Sunderland Pet May 9 Ord May 9
MOULE, THOMAS WILLIAM, Wolverhampton, Coach Builder Wolverhampton Pet May 9 Ord May 9
NEWTON, JOHN, Leeds Leeds Pet May 9 Ord May 9
OLDRIEVE, HARRY KELLAND, Bradford, Police Constable Leeds Pet May 9 Ord May 9
OWEN, ROBERT LEA, Prestwich, Grocer Salford Pet April 15 Ord May 10
PATRICK, JONATHAN SAINT, Wood Green, Tailor Edmonton Pet April 13 Ord May 8
PECK, ROBERT THOMAS, Lowestoft, Plumber Gt Yarmouth Pet May 8 Ord May 8
PICKARD, JOHN GEORGE, Turner's Hill, Sussex, Builder Tunbridge Wells Pet May 8 Ord May 8
POULTON, FREDERICK WILLIAM, Gorringe Park, Tooting Junction, Provision Dealer Croydon Pet May 8 Ord May 8
RAILEY, GEORGE, Iona, Colwell, I of W, Builder Newport Pet May 10 Ord May 10
RICHARDS, THOMAS, Ruyton of the Eleven Towns, Salop, Farmer Wrexham Pet May 9 Ord May 9
SCHOLEFIELD, JAMES, Halifax, Fish Salesman May 24 at Off Rec, Townhall chmbrs, Halifax
SKERRETT, THOMAS, Quarry Hill, Leeds Leeds Pet May 8 Ord May 8
SWABEY, ARTHUR, Doncaster, Carriage Builder Sheffield Pet May 9 Ord May 9
TAIGEL, CHRISTIAN, Stroud Green rd, Finsbury Park, Baker High Court Pet May 9 Ord May 9
TAYLOR, HARRY, Ramsey, Hunts, Baker Peterborough Pet May 8 Ord May 8
VITALI, EMANUEL, Pemberton, Wigan, Fine Art Dealer Wigan Pet May 10 Ord May 10
WALTON, CHARLES CONRAD, JOHN ERNEST WALTON, and SARAH BEATRICE WALTON, Sunderland, Jewellers Southampton Pet May 8 Ord May 8
WILLIAMS, WILLIAM DANIEL, Ystradgynlais, Brecon, Collier Neath Pet May 9 Ord May 9
WILLIAMS, WILLIAM THOMAS, Troedyrhiw, Merthyr Tydfil, Grocer Merthyr Tydfil Pet May 8 Ord May 8
WOOD, WILLIAM, Folkestone, Builder Canterbury Pet May 10 Ord May 10

FIRST MEETINGS.

CONAN, JAMES ALEXANDER, Castle court, Cornhill, Bookmaker May 23 at 12 Bankruptcy bldgs, Carey st
CRANMER, EDWARD, Wallington, Surrey May 22 at 11.30 24, Railway app, London Bridge
DAVIES, DAVID, Swan ln, Rotherhithe, Dairyman May 22 at 12 Bankruptcy bldgs, Carey st
DAVIES, GOMER, Ferryside, Carmarthen, Commercial Traveller May 20 at 11.15 4, Queen st, Carmarthen
EVANS, THOMAS, Llanfarian, nr Aberystwyth, Cardigan, Coal Merchant June 2 at 11 Town Hall, Aberystwyth
EVANS, THOMAS, and WILLIAM PIERCE DAVIES, Blaneau Festiniog, Merioneth, Builders May 22 at 12.30 Crypt chmbrs, Eastgate row, Chester
GAGE, GEORGE, Southwold, Livery Stable Keeper May 20 at 2.30 Off Rec, 8, King st, Norwich
GALBRAITH, MARGARET MCKECHNIE, Barrow in Furness, Draper May 24 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
GASCOIGNE, JAMES, Malton, Yorks, Tailor May 22 at 4 74, Newborough, Scarborough
GEORGE, EDWIN, Thornaby on Tees, Pawnbroker's Assistant May 24 at 3 Off Rec, 8, Albert rd, Middlesbrough
GREEN, FREDERICK, Coalville May 22 at 12 Off Rec, 1, Berridge st, Leicester
GRIFFITHS, JOHN, Abbott rd, Poplar, Grocer May 22 at 2.30 Bankruptcy bldgs, Carey st
HARVEY, THOMAS, Pensnett, Staffs, Charter Master May 20 at 11.30 Off Rec, 199, Wolverhampton st, Dudley
HOTCHIN, JOHN CHARLES, South Shields, Grocer May 20 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
HOWSHALL, WILLIAM, Longton, Staffs, Commercial Traveller May 20 at 11.30 Off Rec, Newcastle under Lyme, Staffs
INGERSON, FREDERICK, Llanhilleth, Mon, Labourer May 23 at 11 Off Rec, Westgate chmbrs, Newport, Mon
JARMAINE, WILLIAM THOMAS, Lewknor, Oxford, Coal Merchant May 20 at 12 1, St Aldates, Oxford
JEFFRIES, JOHN JAMES WALTER, Barrow in Furness, Labourer May 24 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
LEVY, HARRIS, Leeds, Slipper Manufacturer May 22 at 11 30 Off Rec, 22, Park row, Leeds
LITTLECHILD, HENRY, Walsoken, Norfolk, Boot Dealer May 22 at 1 Off Rec, 8, King st, Norwich
LLOYD, GEORGE FIELDHOUSE, Sandy, Beds, Dentist May 23 at 10 30 Shirehall, Bedford
LOWE, THOMAS, Wordsley, Staffs, Grocer May 20 at 11 Off Rec, 199, Wolverhampton st, Dudley
LUDLOW, WILLIAM, Worcester, Grocer May 20 at 11.30 45, Copenhagen st, Worcester
MORRIS, JAMES THOMAS, Maindee, Newport, Builder May 23 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
NEWTON, JOHN, Leeds May 24 at 11 Off Rec, 22, Park row, Leeds
O'BRIEN, MARTIN, Nelson, Provision Dealer May 26 at 12 Court house, Burnley
OLDRIEVE, HARRY KELLAND, Bradford, Police Constable May 22 at 12 Off Rec, 22, Park row, Leeds
PARRY, JOHN PICTON, Blaenau Festiniog, Grocer May 22 at 12 Crypt chmbrs, Eastgate row, Chester
ROGERS, J P, Wool Exchange, Manufacturer's Agent May 24 at 12 Bankruptcy bldgs, Carey st
SALTER, HARRY JOHN, High Holborn, Electrical Engineer May 22 at 12 Bankruptcy bldgs, Carey st
SCHOLEFIELD, JAMES, Halifax, Fish Salesman May 24 at Off Rec, Townhall chmbrs, Halifax
SKERRETT, THOMAS, Leeds May 22 at 11 Off Rec, 22, Park row, Leeds
SMITH, ALFRED, Sunderland, Grocer May 23 at 4 Off Rec, 3, Manor pl, Sunderland
TAIGEL, CHRISTIAN, Stroud Green rd, Finsbury Park, Baker May 22 at 11 Bankruptcy bldgs, Carey st
WADE, MARGARET ENID, Trefriw, Carnarvon, Licensed Victualler May 22 at 3 Crypt chmbrs, Eastgate row, Chester
WALTON, GEORGE JAMES, Bradford, Painter May 22 at 3 Off Rec, 29, Tyrrel st, Bradford
WHITE, AUGUSTUS, and HENRY JOHN HARRIS, Belvedere, Coal Merchants May 22 at 12 115, High st, Rochester
WILKINSON, ALFRED EDWARD STEPHEN, Norwich, Commercial Traveller May 22 at 12.30 Off Rec, 8, King st, Norwich
WILLIAMS, BENJAMIN, Skewen, Glam, Trimmer May 20 at 11 Off Rec, 31, Alexandra rd, Swansea

ADJUDICATIONS.

BARTLE, REGINALD WILLIAM, Far Cotton, Northampton, Professor of Music Northampton Pet May 9 Ord May 9
BATTY, WILLIAM, Nelson, Lancs, Ironmonger Burnley Pet April 8 Ord May 9
BEACON, EDWARD, Gauden rd, Clapham, Dairy Manager Wandsworth Pet March 16 Ord May 8
BOARDMAN, EDWARD, St George's, Bristol, Grocer Bristol Pet April 29 Ord May 8
CASE MATTHEW, Quarrington Hill, Durham, Grocer Durham Pet May 8 Ord May 8
CRANMER, EDWARD, Wallington, Croydon Pet May 4 Ord May 8
DABORN, GEORGE PHAREZ, Swaffham, Norfolk, Tailor King's Lynn Pet May 8 Ord May 8
DAVIES, ARTHUR, Birkenhead, Cheshire, Auctioneer Birkenhead Pet May 10 Ord May 10
DAY, JOHN WILLIAM, Meir, Staffs, Engine Fireman Stoke upon Trent Pet May 10 Ord May 10
ELWOOD, ALFRED STEWART, Gracechurch st, Commission Agent High Court Pet April 10 Ord May 9
EVERITT, JOHN WILLIAM, Gt Grimsby, Fish Merchant Gt Grimsby Pet May 8 Ord May 8
GRIFFETT, ALFRED W, Bournemouth, Stationer Poole Pet April 14 Ord May 9
HAWLEY, ALEXANDER, Walsall Walsall Pet May 5 Ord May 5
JONES, JOHN, Eccles, Lancs Salford Pet May 4 Ord May 4
LEVY, HARRIS, Leeds, Slipper Manufacturer Leeds Pet May 8 Ord May 8
LUDLOW, WILLIAM, Worcester, Grocer Worcester Pet May 9 Ord May 9
MACDONALD, KATHLEEN ADA, Eton, Bucks, Photographer Windsor Pet May 4 Ord May 9
MARKS, THOMAS JOHN, West Hartlepool, Labourer Sunderland Pet May 9 Ord May 9
NEWTON, JOHN, Leeds Leeds Pet May 9 Ord May 9
OLDRIEVE, HARRY KELLAND, Bradford, Police Constable Leeds Pet May 9 Ord May 9
PECK, ROBERT THOMAS, Lowestoft, Plumber Gt Yarmouth Pet May 8 Ord May 8
POULTON, FREDERICK WILLIAM, Gorringe Park, Tooting Junction, Provision Dealer Croydon Pet May 8 Ord May 8
RAILEY, GEORGE, Iona, Colwell, I of W, Builder Newport Pet May 10 Ord May 10
REID, EULIA ALBERTA LOUISA RAE, Teignmouth, Devon Exeter Pet March 25 Ord May 8
RICHARDS, THOMAS, Ruyton of the Eleven Towns, Salop, Farmer Wrexham Pet May 9 Ord May 9
SKERRETT, THOMAS, Leeds Leeds Pet May 8 Ord May 8
SNOWDEN, CHARLES DARE, Hythe, Kent Canterbury Pet April 13 Ord May 9
SWABEY, ARTHUR, Doncaster, Carriage Builder Sheffield Pet May 9 Ord May 9
TAIGEL, CHRISTIAN, Stroud Green rd, Finsbury Park, Baker High Court Pet May 9 Ord May 9
TAYLOR, HARRY, Ramsey, Hunts, Baker Peterborough Pet May 8 Ord May 8
VITALI, EMANUEL, Pemberton, Wigan, Fine Art Dealer Wigan Pet May 10 Ord May 10
WILLIAMS, WILLIAM DANIEL, Ystradgynlais, Brecon, Collier Abersvon Pet May 9 Ord May 9
WILLIAMS, WILLIAM THOMAS, Troedyrhiw, Merthyr Tydfil, Grocer Merthyr Tydfil Pet May 8 Ord May 8
WOOD, WILLIAM, Folkstone, Builder Canterbury Pet May 10 Ord May 10

Amended notice substituted for that published in the London Gazette of May 5:

BIRD, WILLIAM, Worcester, Licensed Victualler Worcester Pet May 3 Ord May 3

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

GOLDMAN, WILTON HAMMOND, Shelton, Staffs, Commercial Clerk Hanley Rec Ord Oct 12. 1904 Adjud Oct 17. 1904 Resc and Annul April 19, 1905

London Gazette.—TUESDAY, May 16.

RECEIVING ORDERS.

BERLINER, HARRY, Gore rd, South Hackney, Costume Manufacturer High Court Pet May 11 Ord May 11
BROCKLEHURST, HENRY, Further Poultney Farm, North Kilworth, Leicester, Farmer Leicester Pet May 12 Ord May 12
BROOKS, HENRY JOHN, Shrewsbury, Butcher Shrewsbury Pet May 12 Ord May 12
CHARLTON, THOMAS, Gt Grimsby, Herbalist Gt Grimsby Pet May 12 Ord May 12
CHRISTMAS, ISAAC, Kemp Town, Brighton, Boot Dealer Brighton Pet May 13 Ord May 13
CONDON, DAVID, Aberdare, Glam, Builder Aberdare Pet May 12 Ord May 12
COOTES, HENRY, South Shore, Blackpool Preston Pet May 11 Ord May 11
CRIMP, FRANK HAMLYN, Sutton Coldfield, Warwick, Commercial Traveller Birmingham Pet May 12 Ord May 12
CURTIS, ALFRED, Sudbury, Suffolk, Jobbing Bricklayer Colchester Pet May 13 Ord May 13
DIXON, JOSEPH HENRY, St Austell, Cornwall, Schoolmaster Truro Pet May 13 Ord May 13
DUBOIS, FANNY, Gloucester rd, Kensington, Dressmaker High Court Pet May 8 Ord May 12
EDMONDS, PAUL NETTLETON, Stroud, Glos, Cloth Merchant Gloucester Pet May 12 Ord May 12
ELLIOTT, GEORGE CHRISTOPHER, Gainsboro, Lincs, General Dealer Lincoln Pet May 11 Ord May 11
ELLIOTT, WILLIAM, Sherfield, nr Basingstoke, Hire Carter Winchester Pet May 13 Ord May 13
FARRAR, GEORGE, Leeds, Cabinet Maker Leeds Pet May 11 Ord May 11
HAIRE, JOSEPH HENRY, Annanda'e rd, Greenwich, Builder Greenwich Pet May 11 Ord May 11
HARPER, RICHARD ALBERT, Kingswood, Glos, Traveller Bristol Pet May 11 Ord May 11
HARRISON, HENRY BAINBRIDGE, Norwich, Mechanical Engineer Norwich Pet April 18 Ord May 13
HAWKING, EDWARD, Dawlish, Devon, Builder Exeter Pet May 13 Ord May 13
HICKS, GEORGE, jun, Bew, nr Dorchester, Market Gardener Dorchester Pet May 11 Ord May 11

HODGES, ROBERT, Cymmer, Glam, Coal Miner Aberavon Pet May 11 Ord May 11
HOSKING, WILLIAM, Llanharran, Glam, Grocer Cardiff Pet May 12 Ord May 12
HUGHES, FREDERICK WILLIAM, Wigan, Druggist Wigan Pet May 11 Ord May 11
JOHNSON, CELIA EMMA, Yorkley, nr Lydney, Glos, Grocer Newport, Mon Pet May 13 Ord May 13
KEMP, THOMAS, Newport, Mon, Colliery Agent Newport, Mon Pet May 3 Ord May 11
LONGDEN, ARTHUR EDWIN, Eastville, Bristol, Building Contractor Bristol Pet May 12 Ord May 12
MALPAS, TOM, Ilford, Essex, Farmer Chelmsford Pet May 10 Ord May 10
MASTON, JOHN, and GEORGE MASTON, Otley, Yorks, Builders Leeds Pet May 12 Ord May 12
MATTHEWS, HENRY, Penarth, Glam, Cab Proprietor Cardiff Pet May 11 Ord May 11
MORRIS, WILLIAM BENFIELD, Wolverhampton, Insurance Agent Wolverhampton Pet May 12 Ord May 12
MYERS, THOMAS ATKINSON, Rodley, Leeds, Grocer Leeds Pet May 11 Ord May 11
OAKES, ARTHUR EDMUND ALEXANDER, Ipswich, Schoolmaster Ipswich Pet May 11 Ord May 11
OLOFSKI, ELI, Leeds, Slipper Manufacturer's Manager Leeds Pet May 12 Ord May 12
PICKERING, JOHN THOMAS, Catford, Commission Agent Greenwich Pet May 12 Ord May 12
REDMAN, SAM, Bradford, Brewer's Assistant Bradford Pet April 28 Ord May 12
RENDALL, JOHN, Lady Margaret rd, Kentish Town High Court Pet Feb 21 Ord March 22
RICHARDS, HERBERT, Welshpool, Montgomery, Grocer Newtown Pet May 11 Ord May 11
ROGERS, ARUNDEL GWYNNE, St Leonards, Sussex Hastings Pet April 28 Ord May 11
RUSSELL, CALEB, sen, Groombridge, Sussex, Miller Tunbridge Wells Pet May 11 Ord May 11
SHACKLETON, ALBERT, Ingrow, nr Keighley, Yorks, Joiner Bradford Pet May 13 Ord May 13
TAGLIAFERRO & Co, F, St Helen's pl High Court Pet April 19 Ord May 11
TATE, THOMAS, Leeds, Printer's Manager Leeds Pet May 10 Ord May 10
TAYLOR, HARRY PERCY, Mansfield, Notts, Surgeon Dentist Nottingham Pet May 13 Ord May 13
TELFER, THOMAS, Aberaman, Aberdare, Glam, Colliery Repairer Aberdare Pet May 13 Ord May 13
TERRY, SAMUEL, Aldershot, Butcher Guildford Pet May 3 Ord May 13
THOMAS, WILLIAM, Port Talbot, Glam, Farmer Aberavon Pet May 11 Ord May 11
WADDINGTON, TOM, Keighley, Yorks, Tripe Dealer Bradford Pet April 27 Ord May 11
WARREN, E, Addlestone, Surrey, Builder Kingston, Surrey Pet April 4 Ord May 11
WHEELDON, JOHN WILLIAM, and WILLIAM ROBINSON, Leicester, Jewellers Leicester Pet May 6 Ord May 11
WHITTLE, SAMUEL, Bolton, Grocer Bolton Pet May 11 Ord May 11
WILLIAMS, DAVID, Aberdare, Glam, Brake Proprietor Aberdare Pet May 12 Ord May 12
WILLIAMS, ROBERT GEORGE, Denbigh, Licensed Victualler Bangor Pet May 11 Ord May 11

Amended notice substituted for that published in the London Gazette of May 12:

WALTON, CHARLES CONRAD, JOHN ERNEST WALTON, and SARAH BEATICE WALTON, Sunderland, Jewellers Sunderland Pet May 8 Ord May 8

FIRST MEETINGS.

BERLINER, HARRY, Gore rd, South Hackney, Costumier May 26 at 11 Bankruptcy bldgs, Carey st
BROCKLEHURST, HENRY, Further Poultney Farm, North Kilworth, Leicester, Farmer May 24 at 3 Off Rec, 1, Berridge st, Leicester
BROOKS, HENRY JOHN, Shrewsbury, Butcher May 26 at 11.30 Off Rec, 42, St John's hill, Shrewsbury
BURMAN, INSULL JOHN, Bordesley, Birmingham, Baker May 25 at 11 191, Corporation st, Birmingham
CARR, MATTHEW, Quarrington Hill, Durham, Grocer May 24 at 11.45 Off Rec, 3, Manor pl, Sunderland
CASH, EMILY, Birmingham, Dressmaker May 24 at 12 191, Corporation st, Birmingham
DALTON, FRANK, Buxton, Derby, Builder May 26 at 11 Off Rec, County chmbrs, Market pl, Stockport
DUBOIS, FANNY, Gloucester rd, Kensington, Dressmaker May 24 at 11 Bankruptcy bldgs, Carey st
ELLIOTT, GEORGE CHRISTOPHER, Gainsborough, Lincs, General Dealer June 1 at 12 Off Rec, 31, Silver st, Lincoln
EVERETT, JOHN WILLIAM, Gt Grimsby, Tobacconist May 24 at 11.30 Off Rec, St Mary's chmbrs, Gt. Grimsby
FARRAR, GEORGE, Leeds, Cabinet Maker May 24 at 12 Off Rec, 22, Park row, Leeds
GIBSON, THOMAS, Rotherham Yorks, Grocer May 25 at 12 Off Rec, Figtree ln, Sheffield
GREGORY, JAMES WILSON, sen, Gt Grimsby May 24 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
HARPER, RICHARD ALBERT, Kingswood, Glos, Traveller May 24 at 11.30 Off Rec, 26, Baldwin st, Bristol
HILL, THOMAS, Golds Green, West Bromwich, Staffs, Coal Merchant May 24 at 11 191, Corporation st, Birmingham
HODGKOTT, ERNEST JOHN, Milton, Hants, Carpenter May 24 at 3 Midland Bank chmbrs, High st, Southampton
HOWELLS, MARY ANN, Morriston, Swansea, Licensed Victualler May 24 at 2.30 Off Rec, 31, Alexandra rd, Swansea
HUGHES, FREDERICK WILLIAM, Wigan, Druggist May 25 at 3 19, Exchange st, Bolton
HURRAN, W H, Sun st, Finsbury, Publican May 24 at 11 Bankruptcy bldgs, Carey st
JAMES, ALBERT HERBERT, Smallthorne, Staffs, Joiner May 25 at 12 Off Rec, King st, Newcastle, Stafford
JEFFERIES, ALICE HARRIETT, Wandsworth rd, Draper May 26 at 2.30 Bankruptcy bldgs, Carey st
JONES, JOHN, Eccles, Lancs May 24 at 2.30 Off Rec, Byrom st, Manchester
LEWIS, WILLIAM, Gt Winchester st, Accountant May 26 at 12 Bankruptcy bldgs, Carey st
LONGDEN, ARTHUR EDWIN, Eastville, Bristol, Building Contractor May 24 at 11.45 Off Rec, 26, Baldwin st, Bristol
MACDONALD, KATHLEEN ADA, Eton, Bucks, Photographer May 16 at 12 14, Bedford row
MARKS, THOMAS JOHN, West Hartlepool, Labourer May 24 at 11 Off Rec, 3, Manor pl, Sunderland
MASTON, JOHN, and GEORGE MASTON, Otley, Yorks, Builders May 25 at 12 Off Rec, 22, Park row, Leeds
MITCHELL, HERBERT, Cheadle Hulme, Cheshire, Agent May 26 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
MYERS, THOMAS ATKINSON, Rodley, Leeds, Grocer May 25 at 11 Off Rec, 22, Park row, Leeds
NELSON, CHARLES LUCIUS, Seven Kings, Essex, General Carrier May 24 at 12 Bankruptcy bldgs, Carey st
OAKES, ARTHUR EDMUND ALEXANDER, Ipswich, Schoolmaster May 24 at 2.30 Off Rec, 36, Princes st, Ipswich
OLOFSKI, ELI, Leeds, Slipper Manufacturer's Manager May 25 at 11.30 Off Rec, 22, Park row, Leeds
PICKARD, JOHN GEORGE, Turner's Hill, Sussex, Builder May 24 at 12.15 Crown Hotel, East Grinstead
QUINN, MICHAEL, Burnley, Beamer May 26 at 12.15 Court house, Burnley
REDMAN, SAM, Bradford, Brewer's Assistant May 29 at 3.30 Off Rec, 29, Tyrrel st, Bradford
REES, JOHN MELBOURNE, Redhill, Chemist May 26 at 11.30 24, Railway app, London Bridge
SHACKLETON, ALBERT, Ingrow, nr Keighley, Yorks, Joiner May 26 at 3 Off Rec, 29, Tyrrel st, Bradford
SHEPPARD, HENRY JOHN, Cheltenham, Builder May 25 at 11.15 County Court b'dgs, Cheltenham
SPENCE, SAMUEL GEORGE, Ilkeston, Artificial Teeth Manufacturer May 24 at 3 Off Rec, 47, Full st, Derby
STEELE, GEORGE HENRY, Longton, Butcher May 24 at 12 Off Rec, King st, Newcastle, Staffs
SWABY, ARTHUR, Doncaster, Carriage Builder May 25 at 12.30 Off Rec, Figtree ln, Sheffield
TATE, THOMAS, Leeds, Printer's Manager May 24 at 11.30 Off Rec, 22, Park row, Leeds
THOMPSON, BRIDGET WIDOW, and WILLIAM THOMPSON, Wheyrigg, Wigton, Cumberland, Farmers May 26 at 12.30 Off Rec, 34, Fisher st, Carlisle
VITALI, EMANUEL, Pemberton, Wigan, Fine Art Dealer May 24 at 3 19, Exchange st, Bolton
WADDINGTON, TOM, Keighley, Yorks, Tripe Dealer May 29 at 3 Off Rec, 29, Tyrrel st, Bradford
WALKER, FREDERICK VINCENT, Bromfelde rd, Clapham, Dentist May 24 at 11 Bankruptcy bldgs, Carey st
WALTON & BELCHER, Sheffield, Marrowfat Pea Growers May 25 at 1 Off Rec, Figtree ln, sheffield
WELLMAN, ARCHIBALD, Weymouth, Fruiterer May 25 at 2 Off Rec, City chmbrs, Catherine st, Salisbury
WHEELDON, JOHN WILLIAM, and WILLIAM ROBINSON, Leicester, Jewellers May 24 at 12.30 Off Rec, 1, Berridge st, Leicester
WHITTLE, SAMUEL, Bolton, Grocer May 25 at 3.30 19, Exchange st, Bolton
WILLIAMS, WILLIAM THOMAS, Troedyrhiw, Merthyr Tydfil, Grocer May 24 at 12 135, High st, Merthyr Tydfil
WILSON, CHARLES ERNEST, Birmingham, Baker May 26 at 12 191, Corporation st, Birmingham
WOOD, WILLIAM, Folkestone, Builder June 8 at 9.30 Off Rec, 68, Castle st, Canterbury

ADJUDICATIONS.

BARNETT, WILLIAM, Hambrook, nr Emsworth, Hants, Naval Pensioner Portsmouth Pet March 20 Ord May 12
BARTER, FRANK C, Palewell Park, East Sheen, Surrey Wandsworth Pet Nov 23 Ord May 11
BATHE, JOHN WILLIAM ROSS, Handel mans, Brunswick sq High Court Pet Feb 14 Ord May 9
BECKER, GEORGE, Union ct, Old Broad st, Merchant High Court Pet March 31 Ord May 12
BELL, FRANCIS CARBUTT, Manchester st, Manchester sq High Court Pet Nov 5 Ord May 9
BERLINER, HARRY, Gore rd, South Hackney, Costume Manufacturer High Court Pet May 11 Ord May 11
BOOTH, WALTER JOHN, Liverpool rd, Islington, Corn Merchant High Court Pet March 31 Ord May 12
BROCKLEHURST, HENRY, North Kilworth, Leicester, Farmer Leicester Pet May 12 Ord May 12
BURMAN, INSULL JOHN, Bordesley, Birmingham, Baker Birmingham Pet April 28 Ord May 12
CARPENTER, PERCY, South Norwood, Commission Agent Croydon Pet May 10 Ord May 12
CHARLTON, THOMAS, Gt Grimsby, Herbalist Gt Grimsby Pet May 12 Ord May 12
CONDON, DAVID, Aberdare, Builder Aberdare Pet May 12 Ord May 12
COOTES, HENRY, South Shore, Blackpool Preston Pet May 11 Ord May 11
CRIMP, FRANK HAMLYN, Sutton Coldfield, Warwick, Commercial Traveller Birmingham Pet May 12 Ord May 13
CURTIS, ALFRED, Sudbury, Suffolk, Jobbing Bricklayer Colchester Pet May 13 Ord May 13
DAVEY, ROBERT, Sparkhill, Worcester, Baker Birmingham Pet March 24 Ord May 11
DAVIES, DAVID, Swan ln, Rotherhithe, Dairyman High Court Pet May 8 Ord May 12
DELAHOY, ISAAC WANTNEY, Beckenham, Dairyman Croydon Pet May 6 Ord May 12
DICKINSON, JOSEPH, York, Draper York Pet April 5 Ord May 12
DIXON, JOSEPH HENRY, St. Austell, Cornwall, Schoolmaster Truro Pet May 13 Ord May 13
EDDEN, SARAH, and AGNES THOMPSON, Shefford, Beds, Confectioners Bedford Pet May 8 Ord May 13
ELLIOTT, GEORGE CHRISTOPHER, Gainsboro', Lincs, General Dealer Lincoln Pet May 11 Ord May 11
ELLIOTT, WILLIAM, Sherfield, nr Basingstoke, Contractor Winchester Pet May 13 Ord May 13
FARRAR, GEORGE, Leeds, Cabinet Maker Leeds Pet May 11 Ord May 11
FEARMAN, HENRY, and FRANK FEARMAN, Hatton yard, Hatton gdn, Builders High Court Pet March 30 Ord May 12
HAINE, JOSEPH HENRY, Greenwich, Builder Greenwich Pet May 11 Ord May 11
HAWKING, EDWARD, Dawlish, Devon, Builder Exeter Pet May 13 Ord May 13
HAY, ROBERT, Newcastle on Tyne, Manufacturing Drysalter Newcastle on Tyne Pet April 18 Ord May 9
HEMINSLEY, ARTHUR WILLIAM, Green ln, Small Heath, Warwick, Builder Birmingham Pet May 9 Ord May 12
HICKS, GEORGE, jun, Rew, nr Dorchester, Market Gardener Dorchester Pet May 11 Ord May 11
HODGES, ROBERT, Cymmer, Glam, Coal Miner Aberavon Pet May 11 Ord May 11
HOSKING, WILLIAM, Llanharran, Glam, Grocer Cardiff Pet May 12 Ord May 12
HUGGINS, WILLIAM, Leyton, Essex, Builder High Court Pet March 15 Ord May 12
HUGHES, FREDERICK WILLIAM, Wigan, Druggist Wigan Pet May 11 Ord May 11
JARMAINE, WILLIAM THOMAS, Lewknor, Oxford, Coal Merchant Aylesbury Pet April 29 Ord May 11
JOHNSON, CELIA EMMA, Yorkley, nr Lydney, Glos, Grocer Newport, Mon Pet May 13 Ord May 13
KEMP, THOMAS, Newport, Mon, Colliery Agent Newport, Mon Pet May 3 Ord May 12
MALPAS, TOM, Ilford, Farmer Chelmsford Pet May 10 Ord May 10
MASTON, JOHN, and GEORGE MASTON, Otley, Yorks, Builders Leeds Pet May 12 Ord May 12
MATTHEWS, HENRY, Penarth, Glam, Cab Proprietor Cardiff Pet May 11 Ord May 11
MENZIES, WALTER HUBERT, Small Heath, Birmingham, Tailor Birmingham Pet April 5 Ord May 12
MORRIS, WILLIAM BENFIELD, Wolverhampton, Insurance Agent Wolverhampton Pet May 12 Ord May 12
OAKES, ARTHUR EDMUND ALEXANDER, Ipswich, Schoolmaster Ipswich Pet May 11 Ord May 11
OLOFSKI, ELI, Leeds, Slipper Manufacturer's Manager Leeds Pet May 12 Ord May 12
ORGAN, CHARLES, Swansea Swansea Pet April 12 Ord May 13
OWEN, JAMES LOFTUS, Eldon st, Finsbury, Engineer High Court Pet April 11 Ord May 11
PATRICK, JONATHAN SAINT, High rd, Wood Green, Tailor Edmonton Pet April 13 Ord May 11
PHILLIPS, SARAH, Cardiff, General Outfitter Cardiff Pet April 19 Ord May 12
PICKERING, JOHN THOMAS, Keston gdns, Catford, Commission Agent Greenwich Pet May 12 Ord May 12
REES, JOHN MELBOURNE, Redhill, Surrey, Chemist Croydon Pet May 5 Ord May 12
RICHARDS, HERBERT, Welshpool, Montgomery, Grocer Newtown Pet May 11 Ord May 11
RUSSELL, CALEB, sen, Groombridge, Sussex, Miller Tunbridge Wells Pet May 11 Ord May 11

SHACKLETON, ALBERT, Ingrow, nr Keighley, Yorks, Joiner Bradford Pet May 13 Ord May 13
TATE, THOMAS, Leeds, Printer's Manager Leeds Pet May 10 Ord May 10
TAYLOR, HARRY PERCY, Mansfield, Notts, Surgeon Dentist Nottingham Pet May 13 Ord May 13
TAYLOR, THOMAS MERCHANT, Lower Ashtead, Surrey, Builder Croydon Pet March 7 Ord May 12
TILLEY, THOMAS, Aberaman, Aberdare, Glam, Colliery Repairer Aberdare Pet May 13 Ord May 13
THOMAS, WILLIAM, Port Talbot, Glam, Farmer Aberavon Pet May 11 Ord May 11
THOMPSON, BRIDGET, and WILLIAM THOMPSON, Wheyrigg, Wigton, Cumberland, Farmers Carlisle Pet May 6 Ord May 13
WALTERS, JOHN F, Twickenham, Engineer Brentford Pet March 3 Ord May 11
WARRICK, ALEXANDER, Liverpool, Provision Merchant Liverpool Pet Dec 15 Ord May 11
WEEKELDON, JOHN WILLIAM, and WILLIAM ROBINSON, Leicester, Jewellers Leicester Pet May 6 Ord May 11
WHITTLE, SAMUEL, Bolton, Lancs, Grocer Bolton Pet May 11 Ord May 11
WIDGERY, GEORGE JOHN, Ashley Down, Bristol, Commission Agent Bristol Pet May 5 Ord May 11
WILLIAMS, DAVID, Aberdare, Glam, Brake Proprietor Aberdare Pet May 12 Ord May 12
WILLIAMS, ROBERT GEORGE, Denbigh, Licensed Victualler Bangor Pet May 11 Ord May 11
WOOLF, BENJAMIN, King st, Hammersmith, Furniture Dealer High Court Pet March 29 Ord May 11